

CHAPTER 4: COOPERATIVE AGREEMENTS

4.1 Instrument Selection

Cooperative agreements are legal instruments that establish a relationship between a federal agency and a state or local government, tribal government, or other recipient. The laws, regulations, and guidance for administering cooperative agreements are the Federal Grant and Cooperative Agreement Act of 1977 (31 U.S.C. §§6301 *et seq.*); specific laws applicable to the NPS (16 U.S.C. §§1g, 470, 462 (e), etc.); OMB guidance for implementation of the Federal Grant and Cooperative Agreement Act of 1977 (43 Federal Register 36860 dated August 18, 1978); OMB Circulars (*See Appendix B for a list of applicable OMB Circulars*); Title 43, Code of Federal Regulations, Part 12; the Departmental Manual, Parts 505 and 507; and Director's Order 20. Website addresses are provided in Appendix E of this handbook for these documents.

It is important to understand the difference between cooperative agreements and procurement contracts. A procurement contract is the correct legal instrument to use when an agency of the Federal Government has a need to acquire by purchase, lease, or exchange, property, services, or studies for the direct benefit of the Federal Government to meet a mission need. The Federal Government uses procurement contracts to establish quality of work standards, to require compliance, and when it has the unilateral right to initiate corrective action when the work is not performed, such as on construction projects.

Selection of the proper legal instrument (procurement contract, cooperative agreement, or grant) is critical. An agency may not avoid compliance with acquisition rules (such as competition) by using a cooperative agreement when a procurement contract is the proper instrument. Competition is mandated by law for procurement contracts. Competition is encouraged to the maximum extent practicable for cooperative agreements.

A cooperative agreement should not be considered unless all of the following criteria are met:

- The principal purpose is to transfer a thing of value to the recipient “to carry out a public purpose of support or stimulation.”
- There is legal authority to use a cooperative agreement for the proposed activity and with the proposed recipient.
- The “principal purpose” finding is legitimate and is not simply a means of non-competitively acquiring property or services for the direct benefit or use of the Federal Government.
- There will be substantial involvement between the parties to the cooperative agreement.

If these criteria are not met, a cooperative agreement is not the appropriate instrument.

A cooperative agreement is the correct legal instrument to use when the relationship between the Federal Government and a state government, local government, tribal government, nonprofit organization, or other recipient has as its principal purpose the transfer of funds, property, services, or anything of value to stimulate or support a public purpose authorized by law, and the Federal Government expects substantial involvement with the recipient when carrying out the activities contemplated in the agreement. Again, it is important to remember that the “principal purpose” finding must be legitimate and not a means of circumventing award of a procurement contract.

A cooperative agreement should not be confused with a grant. The National Park Service has limited grant authority for specific programs. A grant differs from a cooperative agreement because, in a grant, there is no substantial involvement by the Federal Government. A grant provides for the transfer of federal assistance (usually funds, but a grant can transfer property, services, or anything of value) to the recipient. A grant requires special legislative authority (different from cooperative agreement authority) and is not considered by Director’s Order 20 or this handbook. Most NPS contracting officers do not have grant authority.

Every cooperative agreement should, at a minimum, contain (a) funding sources, including accounting and appropriations data; (b) the estimated cost ceiling; and (c) where appropriate, the funding amounts to be obligated by budget period. In other words, the agreement should specify whether the funds are to be committed, obligated at award, or incrementally obligated at specified times or performance intervals.

While contemplating the use of a cooperative agreement when there may be more than one project anticipated with the same cooperator, consideration should be given to writing the agreement in a way similar to an indefinite quantity contract. The program manager should have assurance that such money is and will remain available for expenditure under the agreement through the issuance of task agreements. If possible, the first task agreement should be issued at the time the agreement is negotiated.

The cooperative agreement would include a detailed description of the cooperative effort that identifies all of the various types of work that could be done under the agreement. The agreement also establishes all of the terms and conditions between the parties. As projects are identified that fall within the cooperative effort, either a bilateral modification or a task agreement would be issued to authorize the project and obligate funding. Task agreements or modifications should not be stand-alone documents, and they should always reference the cooperative agreement number. Task agreements should not reiterate the terms and conditions of the cooperative agreement. They should only include information that is specific to the task. Substantial involvement must be set forth in each task. Work outside the terms and conditions of the cooperative agreement should be negotiated as a separate cooperative agreement. (*See Attachments 4.2 and 4.3.*)

Although the NPS frequently cooperates with or participates in a cooperative arrangement with other federal and non-federal entities, unless the arrangement meets the criteria in this section, it will not be a cooperative agreement. Instead, such an arrangement will be a procurement contract, interagency acquisition agreement, or another type of agreement.

1. **Legal Authority**

Two basic legal tests must be met before the NPS can enter into a cooperative agreement:

- First, the proposed cooperative agreement must comply with the definitional requirements of the Federal Grant and Cooperative Act of 1977.
- Second, every NPS cooperative agreement must cite a particular statute that specifically authorizes the NPS to use a cooperative agreement to accomplish the anticipated project or activity. (*See the authorities below and in Chapter 2 of this handbook.*)

Although several authorities may apply to an agreement, the most appropriate authority should be cited. The two most significant follow:

- (a) **16 U.S.C. §1g** - “The National Park Service may in fiscal year 1997 and thereafter enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to state, local, and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to section 6305 of Title 31 to carry out public purposes of National Park Service programs.”

This provides broad authority for the NPS to enter into cooperative agreements with most recipients for a public purpose. Although, by its express language this authority permits entering into cooperative agreements for “the public purpose of carrying out [NPS] programs,” this must not be confused with the impermissible use of cooperative agreements to acquire goods or services for the direct benefit or use of the NPS. In other words, the “public purpose” objective of such a cooperative agreement must really and substantially be its “principal purpose.” Thus, while broad, this authority must be read in conjunction with the Federal Grant and Cooperative Agreement Act of 1977 and other authorities that prescribe whether a particular relationship should be a procurement contract or a cooperative agreement.

This authority does not provide authority for (a) the NPS to transfer other than “appropriated funds”; or (b) the NPS to enter into a cooperative agreement with a “for-profit” organization. Other appropriate authorities should be found for those purposes.

In addition to the broad authority identified in the preceding paragraphs, Congress provided the NPS with additional specific authority to use cooperative agreements to govern its research and training agreements with universities, states, and local governments, as follows:

- (b) **16 U.S.C. §1a-2(j)** - authorizes the Secretary of the Interior, in order to facilitate the administration of the national park system, to carry out the following activity under such terms and conditions as he may deem advisable: “Enter into cooperative agreements with public or private educational institutions, states, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the national park system, and, pursuant to any such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate; except that this paragraph shall not waive any requirements for research projects that are subject to the Federal Procurement Regulations.”

2. **Substantial Involvement by the NPS is Anticipated**

In a cooperative agreement, “substantial involvement” is required between the NPS and the state government, local government, tribal government, or other recipient during the performance of the contemplated activity. Substantial involvement is a relative rather than an absolute concept. The examples that follow are not meant to be a checklist or to be considered as individual determinants. Some of them are taken directly from the 1978 OMB guidance (43 Federal Register 36860, August 18, 1978) on the implementation of the Federal Grant and Cooperative Agreement Act of 1977.

When the agreement indicates the recipient can expect agency collaboration or participation in the management of the project, substantial federal involvement is anticipated.

Examples of substantial involvement (indicating the need for a cooperative agreement) include:

- (a) Agency and recipient collaboration or joint participation.
- (b) Substantial, direct, agency operational involvement or participation during the assisted activity is anticipated prior to award to ensure compliance with such statutory requirements as civil rights, environmental protection, and provision for the handicapped.
- (c) Highly prescriptive agency requirements prior to award that limit recipient discretion with respect to scope of services offered, organizational structure, staffing, mode of operation, and other management processes, coupled with close agency monitoring or operational involvement during performance beyond the normal exercise of federal stewardship responsibilities to ensure compliance with these requirements.
- (d) NPS participation in the development of interpretive messages presented in various interpretive media (videos, waysides, brochures, etc.) being undertaken by cooperators with funds provided in the cooperative agreement.

3. **Substantial Involvement by the NPS is Not Anticipated**

Examples of involvement that are not substantial (indicating the need for a procurement contract or grant) include:

- (a) Agency approval of recipient plans prior to award.
- (b) Normal exercise of federal stewardship responsibilities during the project period such as site visits, performance reporting, financial reporting, and auditing to ensure that the objectives, terms, and conditions of the award are accomplished.
- (c) Unanticipated agency involvement to correct deficiencies in project or financial performance from the terms of the assistance instrument.
- (d) General statutory requirements understood in advance of the award such as civil rights, environmental protection, and provision for the disabled.
- (e) Agency monitoring or review of performance during or after completion.
- (f) General administrative requirements, such as those included in *Office of Management and Budget Circulars A-21, A-95, A-102, and A-110*.

4. **Construction**

In most cases, construction is a *mission need* and a procurement contract is the appropriate instrument. Therefore, construction under a cooperative agreement will be RARE.

The following guidance is provided for consideration and application of the Davis-Bacon Act.

(For a definition of “construction,” refer to Chapter 3 of this handbook and Federal Acquisition Regulation, Part 22.401.)

- (a) **Principal Purpose to Meet Mission Need.** When the National Park Service has a construction requirement where the primary or principal purpose is to meet a mission need, the correct instrument to use is a procurement contract. *(Refer to Parts 22 and 36 of the Federal Acquisition Regulation for further guidance.)* Where construction exceeding \$2,000 is occurring on public buildings or public works using federal agency funds (regardless of whether the title to the property is held by a federal agency), the Davis-Bacon Act, 40 U.S.C. §276a(a) applies, and the Federal Government is responsible for ensuring that the proper wage determinations are included in the contract, along with clauses which describe specific unilateral rights of the Federal Government to modify or terminate the contract.

Example: Construction or repair of visitor centers, maintenance buildings, employee housing, roads, and water or sewer treatment/storage systems. Most of the construction requirements of the NPS fall into these categories. A cooperative agreement **cannot** be used for these projects.

- (b) **Principal Purpose of Public Support or Stimulation.** A cooperative agreement is the correct instrument to use when **the principal purpose is one of public support or stimulation**, legislative authority exists, and the NPS will have substantial involvement. The important point to remember is that the NPS is not entering into the cooperative agreement to fulfill one of its mission needs (the construction project itself), but to accomplish a purpose of public support or stimulation through an assistance relationship. Cooperative agreements involving construction may occur on lands or structures administered by the NPS or the cooperator. If construction is to occur on non-NPS lands, clear statutory authority is required for this expenditure of federal funds.

Example: Work and/or training opportunities for youth groups or other nonprofit organizations that involve minor construction-related activities such as routine trail repair, painting, rebuilding, repairing small trail bridges, or brush clearing.

- (c) Assistance agreements are administered using the guidance contained in applicable OMB Circulars and in 43 CFR Part 12. Specific attention should be paid to *OMB Circular A-110*, Subpart C, Procurement Standards—Sections .40 through .48, which identify the procurement standards to be used by recipients when they contract for or award sub-agreements for supplies or services (including construction services) using federal funds awarded under a cooperative agreement. Title 43 CFR §12.76(i)(5) and 12.948(e) also addresses how the Davis-Bacon Act applies to agreements.

When construction sub-agreements are anticipated, the applicant must submit along with its SF-424 application the SF-424-B or SF-424-D, Assurances (*See Paragraph 9 of the SF-424-B and Paragraph 13 of the SF-424-D*) which requires the applicant to certify that it will comply with the Davis-Bacon Act in any construction sub-agreements.

Example of Applicability of Davis-Bacon Act:

- The cooperator contracts for or awards a sub-agreement for the construction services, and the work exceeds \$2,000 on land and structures controlled by or other than those controlled by the NPS and the principal purpose of the agreement is construction using laborers and/or mechanics in the relevant trades.

Examples of Non-Applicability of Davis-Bacon Act:

- Cooperative agreements where the principal purpose is for work and/or training opportunities for youth groups or other nonprofit organizations, but they involve construction-related activities occurring on either lands or structures controlled by the NPS or elsewhere.
- Projects such as routine trail repairs, painting, rebuilding or repairing small wooden trail bridges, or brush clearing on either lands or structures controlled by the NPS or elsewhere, where the cooperator performs the services involved and does not award contracts or sub-agreements for the work.

These types of projects are typically cooperative agreements with nonprofit, state, or local organizations, such as the Public Land Corps, the Student Conservation Association, State Conservation Corps, Americorps, and State Youth Corps.

In all of these examples, there must be specific legislative authority to expend federal funds on non-NPS lands.

- (d) The following table provides guidance whether the Davis Bacon Act* may or may not apply to a particular cooperative agreement involving construction, alteration, and/or repair, including painting and decorating.

| <u>DAVIS-BACON DOES APPLY</u> <i>Regardless of any other factor, if the work –</i> | <u>DAVIS-BACON DOES NOT APPLY</u> <i>Regardless of any other factor, if the work –</i> |
|---|--|
| (i) is being performed on a “public building” or “public work” (whether or not it is the property of the United States or the District of Columbia); <i>and</i> | (i) is not being performed on a “public building” or “public work”; <i>or</i> |
| (ii) is being advertised or publicized by the recipient as construction, alteration, or repair work; <i>and</i> | (ii) in no case will the value of the work exceed \$2,000”; <i>or</i> |
| (iii) is being performed for compensation by laborers and/or mechanics in the relevant trades; <i>and</i> | (iii) the principal persons performing the work are volunteering their services for civic, charitable, or humanitarian reasons and are not employees of or otherwise benefiting a contractor having an interest in the work. 40 U.S.C. §§ 276d-1 and –2. |
| (iv) the value of the work exceeds \$2,000. | |

| <u>DAVIS-BACON PROBABLY APPLIES</u> | <u>DAVIS-BACON PROBABLY DOES NOT APPLY</u> |
|---|--|
| The work is being performed on a “public building” or “public work” and the value of the work exceeds \$2,000 <i>and one or more</i> of the following factors is present: | Although it is performed on a “public building” or “public work” and the value of the work exceeds \$2,000, <i>one or more</i> of the following factors is present (while <i>not more than one</i> factor from the “Probably Applies” side is also present): |
| (i) performance of the work is the principal purpose of the cooperative agreement; | (i) performance of the work is <i>not</i> the principal purpose of the cooperative agreement, but only incidental to it; |
| (ii) it is being performed by laborers and/or mechanics, in the relevant trades; <i>or</i> | (ii) even if compensated, it is <i>not</i> being performed by laborers and/or mechanics in the relevant trades, but by persons not normally performing such work (e.g., youth groups, skill trainees); |
| (iii) it is being advertised or publicized by the recipient as construction, alteration, or repair. | (iii) it is <i>not</i> being advertised or publicized by the recipient as construction, alteration, or repair (or advertised at all); <i>or</i> |
| | (iv) the work is minor, temporary, or seasonal. |

* The **Davis-Bacon Act**, as amended, at 40 U.S.C. §276a(a), provides that “The advertised specifications for every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works within the United States or the District of Columbia . . . and which requires or involves the employment of mechanics and/or laborers, shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes or laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village, or other civil subdivision of the state in which the work is to be performed, or in the District of Columbia”

- (e) **Construction Involving Challenge Cost-Share Program Projects.** A purchase order, procurement contract, or a cooperative agreement may be the appropriate instrument for a Challenge Cost-Share Program (CCSP) project, depending upon whether or not the project involves a public purpose and there is substantial involvement by the NPS in the project. Challenge Cost-Share Program projects **without substantial involvement** by the NPS are non-competitive purchase orders or procurement contracts. In this case, Federal Acquisition Regulation Part 22.403-1 applies, and the award must incorporate the requirements of the Davis-Bacon Act if the construction amount exceeds \$2,000. Challenge Cost-Share Program projects **with substantial involvement** by the NPS are awarded as cooperative agreements. If the project involves construction performed by the recipient, the Davis-Bacon Act does not apply. If the recipient uses federal funds and awards a construction contract or sub-agreement in excess of \$2,000 to someone else to perform the construction, the Davis-Bacon Act applies. *(Refer to Section 4.13 of this handbook for the general discussion on CCSP projects. Also refer to the guidelines on the CCSP issued each year by the Associate Director, Cultural Resource Stewardship and Partnerships.)* For more information on the CCSP, contact your regional CCSP coordinator or the WASO CCSP coordinator.

5. **Students or Interns**

In cooperative agreements with universities where the cooperator utilizes student employees, these students sometimes work on site positioned next to federal employees. It is illegal for federal employees to directly supervise the cooperator's employees or the cooperator to supervise federal employees. When working on site, it is important that there is a clear distinction between the cooperator and the federal employee. Some general guidelines follow:

- (a) **Office Environment and Vehicles:**
- The office space of the cooperator and NPS personnel should be clearly labeled (Name and NPS or company affiliation on office or cubicle space).
 - Cooperator personnel should be listed separately from NPS employees in telephone lists, other identification or organizational rosters, and publication credits.

- Cooperator personnel should not receive “all-employee” e-mail or other communications intended for NPS employees (unless it relates directly to the work the cooperator is doing for the NPS). When the e-mail does relate to the work being done, a copy of the same e-mail message should be sent to the cooperator’s on-site supervisor.
- Cooperator personnel may use NPS e-mail systems when the communication relates directly to the work the cooperator is doing for the NPS. The e-mail addresses of the cooperator must include a label associated with their NPS e-mail address that identifies the cooperator’s status (i.e., “Linda Webb, Cooperator” would be the label associated with the e-mail address, linda_webb@nps.gov). Doing so clearly identifies this individual each time they send an e-mail message using the NPS system, and it identifies their status as a cooperator or coop employee in the e-mail directory.
- Unless stipulated in the agreement, cooperator personnel should not drive government vehicles.
- Unless stipulated in the agreement, cooperator personnel should not ride as a passenger in a government vehicle. When this is planned as part of the agreement, an appropriate amount of liability insurance should be negotiated.

(b) **Supervision and Scheduling:**

- Unless stipulated in the agreement, NPS staff should not set hours for cooperator personnel, specify where the work should be done, or conduct performance appraisals. National Park Service staff may give performance feedback to the cooperator’s personnel employer.
- Cooperator personnel should report leave, scheduling, and other related issues to the cooperator’s on-site supervisor, not to NPS employees. The on-site supervisor of the cooperator should then communicate with the NPS. National Park Service employees cannot directly supervise cooperator personnel on a day-to-day basis. Work should be given to the cooperator personnel (via the cooperator’s on-site supervisor) on a “task basis.” Cooperators should work without NPS supervision to accomplish each task, although technical consultations and cooperation is permissible.

- Cooperator personnel cannot serve as field assistants, because it is impossible in the field to avoid direct supervision by NPS staff. In turn, cooperator personnel should not conduct fieldwork under the control of the NPS. The cooperator's supervisor should handle all supervision in the field.

(c) **Representation and Communication:**

- Cooperator personnel cannot, in any way, represent themselves to the public as NPS employees.
- Cooperator personnel should wear visible identification at all times.

(d) **Other Issues:**

- Cooperator personnel should not list an NPS affiliation on publications, but rather should list the cooperative agreement under which the work was performed.
- Cooperator personnel should not be invited to official NPS "social" events.
- Cooperator personnel are not authorized to purchase property and supplies with government funds.

(e) **Items to Be Considered:**

Cooperator personnel will follow the local policy of the facility when federal facilities are closed due to early release for holidays, snow days, etc.

(f) **Penalties:**

NPS employees should be aware that they may be personally liable for any costs incurred by the establishment of an improper working relationship with a cooperator employee.

It is suggested that the following language be added to Article III – Statement of Work in Cooperative Agreements Involving Students or Interns. This language will serve to clarify the roles of the cooperator and the NPS and to prevent the existence or appearance of a personal services relationship. A personal services agreement or contract is illegal without specific legislative authority. This language is not intended to be inclusive of everything that should be in an agreement, but rather should be used as a guide to the roles and responsibilities of each party.

(g) **The Cooperator will:**

- Hire student employees to work on NPS tasks identified in the agreement. Hiring will be conducted in consultation with the NPS key official.
- Pay student employees for hours they have worked in support of the agreement.
- Take necessary disciplinary action to correct student employee conduct or performance problems. The NPS key official will inform the cooperator's on-site supervisor of any conduct or performance problems.
- Remove student employees from position if they fail to improve performance or address conduct issues.

(h) **The NPS will:**

- Work collaboratively with the cooperator on the hiring of students or interns.
- Review and provide feedback to students or interns regarding work assignments.
- Inform the cooperator of conduct or performance problems with student employees so that the university can counsel student employees and correct the performance problems.
- Recommend to cooperator dismissal of student employees based on conduct or performance issues.

6. **Research Studies or Reports**

- (a) When funded research is for the direct benefit of the government agency and there is no substantial involvement by the Federal Government, such research should be competed under acquisition rules. The correct instrument to use in this case is a procurement contract.
- (b) A cooperative agreement is an appropriate instrument to use when the principal purpose of the funded research is to increase basic knowledge and understanding in a specific area of inquiry of relevance to agency missions (for the general good of the scientific community) and there is substantial involvement by the government agency.

Government printing regulations apply to all types of agreements. (*See Attachment 4.9 for further information.*)

It is a duty incumbent upon the agency to consider appropriate distribution of reports. Beyond copies to the contracting officer (or the contracting officer's designated representative), a copy should also be deposited in the Denver Service Center Technical Information Center, (DSC-PGT), Attention: Chief, Technical Information Center, 12795 West Alameda Parkway, Lakewood, Colorado 80228.

4.2 **Competition**

It is the policy of the NPS to compete cooperative agreements wherever possible or to justify why competition has not occurred.

The Federal Grant and Cooperative Agreement Act of 1977 (31 U.S.C. §§6301 *et seq.*) expressly states that one of the purposes of the Act is to encourage competition, where deemed appropriate, in the award of cooperative agreements. The OMB, in its final guidance on the implementation of the Federal Grant and Cooperative Agreement Act, states that agencies are encouraged to maximize competition among all types of recipients in the award of cooperative agreements in accordance with program purposes. The Departmental Manual, Part 505, Section 2.11 states that maximum competition in awarding discretionary cooperative agreements is encouraged. Discretionary cooperative agreements are defined as those agreements that lend themselves to competition (*See Chapter 3, Definitions*).

A non-competitive cooperative agreement is one in which the normal rules requiring competition are waived. There are exceptions to the rule requiring competition. Formula and entitlement programs (projects for which a formula specified in statutes or regulations are used to determine the amount available for a state area) are a large and obvious exception to appropriate circumstances for competition.

Non-competitive cooperative agreements may be considered in the following situations:

- Projects mandated by appropriation or restricted by congressional or legislative authority.
- Modifications to existing agreements and task agreements within the scope of the initial agreement.
- Uniquely qualified cooperators.
- Challenge Cost-Share Program agreements.

The justification for a non-competitive cooperative agreement must be documented and submitted as a part of the “Documentation for Use of a Cooperative Agreement,” (i.e., Attachment 4.10, Numbers A.1 and A.2), and approved by the contracting officer before an agreement is negotiated.

When competing cooperative agreements, use of technical evaluation criteria together with a determination of the technical versus cost or price relationship should be considered and determined. Your contracting officer will guide you with sample evaluation criteria for evaluating and scoring proposals. A “Conflict of Interest and Confidentiality Certification Certificate” (Attachment 4.11) must be signed by those who participate in the evaluation of proposals.

Below are steps for initiating a competitive cooperative agreement:

1. The key official will:
 - Consult with a contracting officer to ensure the correct legal instrument is used and that substantial involvement can be identified and described.
 - Prepare a purchase request with a statement of work or draft agreement.
 - Develop evaluation and selection criteria.
 - Prepare a draft synopsis for the contracting officer to advertise in either *FedBizOpps* or the Federal Register. *FedBizOpps* is faster and less expensive.
 - Prepare a source list.
2. The contracting officer will:
 - Prepare and send out solicitation.
 - Prepare an abstract of proposals.
 - Convene a technical evaluation panel.
 - Prepare correspondence advising unsuccessful applicants of results.
 - Notify successful applicant.
 - Prepare a summary of negotiations.
 - Award the cooperative agreement.

4.3 **Requirements for Initiating a Cooperative Agreement**

The following are necessary to initiate a cooperative agreement:

1. **Funds** – The “bona fide need rule” applies to cooperative agreements, just as it applies to acquisitions. A fiscal year appropriation may be obligated only to meet a bona fide need arising in the same fiscal year for which the appropriation was made. It is not essential that the work actually begin within that same fiscal year, but if it will not, the file should document that the need was clearly present at the time when the obligation is made. However, to obligate the funds, the agreement must be signed within the period authorized by the appropriation to be charged.
2. **Purchase Request** – Submit a purchase request through Procurement Desktop to the contracting officer with a draft agreement as an attachment. If competitive, also include evaluation and selection criteria, and identify sources.
3. **Documentation for Use of a Cooperative Agreement**, Attachment 4.10 – The documentation required by this attachment is necessary to assist the contracting officer to determine that the criteria to enter into a cooperative agreement exists, to what extent competition may be appropriate, or if non-competitive, why the cooperator was selected. Justification for not competing an agreement must be prepared at this time.
4. **Advertisement** – Unless the requirement is non-competitive, a draft advertisement for submission by the contracting officer to *FedBizOpps* or the Federal Register. (*For additional information, see <http://www.whitehouse.gov/omb/circulars/a089/a089.html> on the Internet.*)
5. **Internal Checklist**, Attachment 4.12 – The contracting officer may use this checklist as a means to ensure that all requirements, including appropriate Office of Management and Budget circular requirements, are included and the agreement is properly administered and closed-out. (The use of this checklist is not mandatory.)

4.4 **Essential Elements of a Cooperative Agreement**

All cooperative agreements must contain the following essential elements:

1. **Cooperative Agreement Number** – The program office will generate a purchase request using the NPS document numbering system in Appendix A of this handbook. The first letter of the agreement number will be “R” for the purchase request. The second number will be your office’s four-digit organizational code, followed by two digits for the current fiscal year, and a four-digit sequential number.

When the agreement is finalized, the contracting officer will use the purchase request number and change the prefix to match the type of document negotiated (i.e., “H” for cooperative agreement and “J” for task agreement).

When the program office initiates a purchase request for a modification, the original purchase request number (i.e., R1101010099) will be used; however, the first digit of the sequential number will be dropped, and an alpha letter (i.e., “A”) added at the end (i.e., R110101099A). The alpha letter will indicate that it is a modification.

When the modification is finalized by the contracting office, a four-digit sequential number will be added to the end of the agreement number. The last digit will be the modification number (i.e., 0001, 0002, 0003).

2. **Statement of Background and Objectives** – Identify the public purpose of support or stimulation.
3. **Legislative Authority** – Cite legislative authority to use a cooperative agreement for the activity and the program authority to undertake the activity.
4. **Statement of Substantial Involvement** – Describe the substantial involvement of the NPS.
5. **Statement of Work** – List the specific responsibilities of both the cooperator and the NPS.

For CCSP cooperative agreements, the cooperator’s major work activities and schedule are listed in as measurable terms as practicable. For phased projects, state only the work to be done with the funding during the budget period specified in Article VI, usually 12 months, or not later than the end of the following fiscal year.

6. **Term of the Agreement** – The term of the agreement should not exceed five years unless justified in writing and reviewed by a solicitor. At the end of the five-year period, if the requirement still exists, a new agreement must be initiated. Unless all of the funds are available for the entire five-year period at the beginning of the agreement, the agreement should be awarded for one year with options to extend for an additional four years.

While cooperative agreements may be awarded for up to five years, the availability of CCSP funds for any project (or “phase” of a project) is generally limited to one year, and may not extend beyond September 30 of the year following the fiscal year the funds are awarded. Authority to use CCSP funds expires the same time as other NPS funds unless an extension of time by modification to the agreement is executed.

7. **Key Officials** – Include the name, address, telephone and facsimile numbers, and e-mail addresses for both the recipient and the NPS. National Park Service key officials must have 24 hours of agreements training on or before October 2004 in order to administer an agreement (*See Chapter 9, Paragraph 9.10*) and an eight-hour refresher every three years thereafter.
8. **Award, Payment, and Reimbursement Information** – State the amount of award or reimbursement to be received, indicate the type of disbursement (i.e., reimbursement or advance of funds), frequency of payments, and the contracting officer's address. If the award is multi-year, any period of performance beyond the current fiscal year is subject to availability of funds; this must be stated in the agreement. Subsequent fiscal years may be funded only if progress is satisfactory. The itemization of each fiscal year and estimated cost must be shown in the award document. Funds are obligated through modifications for subsequent fiscal years. (*See Paragraph 4.5, Payment, of this handbook.*)
9. **Prior Approval** (if required)
10. **Reports and/or Deliverables**
11. **Property Utilization** (if necessary)
12. **Modification and Termination Clause**
13. **General and Special Provisions** (*See Attachment 4.8*)
14. **Attachments** – Completed SF-424, signed DI-2010 and SF-LLL, if applicable (*See Attachment 4.15, Standard Forms*).
15. **Signature and Dates** - Both parties must sign and date.
16. **Obligation** – Effective October 1, 2002, all cooperative agreement obligations must be completed in Interior Department Electronic Acquisition System, Procurement Desktop (IDEAS-PD). An OF-347 must be used as your obligating document. The cooperative agreement and completed "Agreement Information Sheet" (*Attachment 4.16*) should be attached to the OF-347. Instructions for use of IDEAS-PD for agreement obligations are contained in Appendix B of this handbook.

17. **Receipt of Funds** – Effective October 1, 2002, an OF-347 must be completed in IDEAS-PD when the cooperator is required to reimburse the NPS. The OF-347 should be awarded without an FFS link and clearly marked: “REIMBURSABLE AGREEMENT. DO NOT OBLIGATE.” The cooperative agreement, if available in electronic form, should be attached to the OF-347 along with a completed “Agreement Information Sheet” (*Attachment 4.16*). A copy of the agreement and the “Agreement Information Sheet” should be sent to the Accounting Operations Center only if unavailable electronically.

Before obligating funds received from an outside source through an agreement, advance payment must be obtained from the outside source. There may be instances where the outside source cannot or will not advance the entire amount of the agreement. In these instances, we should consider making arrangements to collect advance payment in increments. Advanced funding is required because NPS does not have a “Working Capital Fund.” All funding appropriated to NPS is designated to be used for a specific purpose. Redirecting this funding for another purpose is a violation of appropriation law.

(See Attachments 4.1, 4.2, and 4.4 for sample cooperative agreements.) Cooperative agreements should be prepared using the handbook samples. Each agreement must include all essential elements. All article titles and numbers are mandatory. The language in each article is flexible depending upon the individual agreement. When an article is not applicable, the words “Not applicable” should be inserted. Other agency documents or formats may be used when the NPS is not the document initiator, but all essential elements must be included.

4.5 **Payment**

Payment for reimbursement of work accomplished, or allowable costs incurred, will be made by the Electronic Funds Transfer method. Each cooperator must complete an SF-3881, “Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form,” to initiate this electronic payment method. This form should be sent to the cooperator at the time the agreement is signed. The form can be accessed on the Internet at <http://www.nps.gov/hfc/support/forms.htm>.

For agreements that have not been obligated in Procurement Desktop, the two forms for requesting payments are the SF-270, “Request for Advance or Reimbursement,” and the SF-271, “Outlay Report and Request for Reimbursement for Construction Programs.” These forms are used for both reimbursement and advance payments, and they should be clearly marked as such. In addition, the effective and completion dates of the agreement must be included. The forms must include the original signature of the approving official before payment can be made. Copies of the cooperative agreement and/or task agreement must be sent to the Accounting Operations Center to be filed.

For agreements that have been obligated in Procurement Desktop, a receiver must be processed in Procurement Desktop. An SF-270, SF-271, or invoice must be submitted in order for payment to be processed. The form or invoice must be stamped “IDEAS-PD INVOICE.” The form or invoice must be signed by the approving official authorizing the payment. It is not necessary to send a copy of the cooperative agreement and/or task agreement and receiver to the Accounting Operations Center. These copies can be obtained through Procurement Desktop.

The authority to make advance payments is contained in 43 CFR §12.61(c) and 43 CFR §12.922. In general, recipients can receive advance payments if they follow these procedures:

1. Maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient.
2. Maintain financial management systems that meet the standards for fund control and accountability as described in the OMB Circulars.
3. Limit requests for advance payment to the minimum amounts needed. Such requests must be timed with the immediate cash requirements of the recipient in carrying out the purpose of the agreement. The general rule of thumb is that an advance of less than \$100,000 can fund expenditures, in advance, up to 30 days. An advance over \$100,000 can only fund expenditures, in advance, for up to three days or less.
4. Deposit and maintain advances of federal funds in insured accounts whenever possible.
5. Account for the receipt, obligation, and expenditure of advance payments.
6. Interest earned on advance payments must be accounted for and paid to the Federal Government.

When using advance payments, it is critical that the key official closely monitor the progress made by the recipient to avoid paying too far in advance of the progress made on the project. An initial advance payment may be for “start-up costs,” and the recipient’s application should detail the purposes of these costs. Subsequent advance payments cannot be authorized until an expenditure report is received which accounts for the advance. The key official must then certify, on the expenditure report, that the expenses represent levels of effort that are measurable and should match the progress made during the billing period.

When using advance payments, your agreement must require that an expenditure report be submitted to the contracting officer, and a copy to the key official who is responsible for the management of the agreement. The expenditure report must detail how the advance payment was spent in the same level of detail as the recipient's initial proposal. The agreement should be very specific about who, where, and when these reports are to be submitted. The key official must review the expenditure report and make a recommendation to the contracting officer regarding its acceptability or unacceptability. The contracting officer will make the final approval or disapproval and, if acceptable, transmit it to the Accounting Operations Center so that the advance can be cleared in the financial records. Under no circumstances should a new advance be approved until an expenditure report clears the preceding advance.

When the work has been completed, the key official is responsible for initiating closeout of the agreement immediately. As part of the closeout, the contracting officer will determine whether there is monies owing the NPS and work closely with their respective budget office to have a Bill of Collection issued, if necessary. Copies of this Bill of Collection will be sent to both the contracting officer and the Accounting Operations Center. By its terms, it will require the recipient to return the monies with the appropriate amount of interest within 30 days. Once the monies are collected, the budget office will coordinate its return to the Accounting Operations Center.

No special approval is required to authorize use of advance payments; however, the criteria set forth in the preceding paragraphs must be met and expenditure reports must be timely submitted. It is also necessary to review the applicable OMB Circular(s) when considering the use of advance payments.

The Prompt Payment Act, which applies to procurement contracts, does not apply to cooperative agreements.

4.6 **Legal Review**

The policy of the NPS regarding legal review of cooperative agreements is that they must be reviewed by a contracting officer and the Office of the Solicitor regardless of the dollar amount (*See Director's Order 20, Paragraph 4.4*). Legal reviews of modifications and task agreements are not required providing they are within the "purpose and objective" and the "scope of work" of the initial agreement.

4.7 **Ratification**

Agreement actions taken by personnel without formally delegated agreement authority do not legally obligate the Federal Government for the expenditure of funds. An unauthorized agreement action may be ratified if it would have been otherwise proper if executed by a contracting officer. If an unauthorized action is otherwise improper, it cannot be ratified, and the person committing the unauthorized action may be personally liable.

Execution of otherwise proper agreements made by individuals without agreement authority or by contracting officers in excess of the limits of their delegated authority may later be ratified by a Level IV contracting officer with agreement authority. Actions in excess of \$500,000 must be approved by the Manager, Contracting and Procurement, WASO, before ratification.

4.8 **Review and Signature Requirements**

A contracting officer who possesses a Level IIB, Level III, or Level IV warrant, and who has met the training requirements, may sign cooperative agreements. Solicitor review should be documented in the agreement file.

Consideration must be given to the total value of the agreement when exercising signature authority. If the life of an agreement is five years, and the agreement has the potential to exceed the contracting officer's warrant authority, it should go to a contracting officer with a warrant level commensurate with the total value of the agreement.

4.9 **Postaward Administration**

Each cooperative agreement should be administered in accordance with the awarded document and applicable OMB Circulars. Guidance for modifications and closeout follow:

1. **Modifications**

Modifications can be issued only for changes that fall within the original scope of work (i.e., delivery dates, change in quantity, annual funding, etc.). Changes to cooperative agreements that are outside of the original scope of work must be treated as new actions. Attachment 4.5 includes a sample cooperative agreement modification.

2. **Closeout**

Closeout of an agreement should occur when the NPS determines that all administrative actions and all required work have been completed by both parties. Agreement closeout is normally initiated by the program manager or key official. Specific responsibilities are identified in Chapter 9 of this handbook. An internal checklist for closeout activities is included in Attachment 4.12.

3. **Retention Period**

Records on all agreements and modifications signed by a contracting officer must be retained for a minimum of six years and three months after final closeout of the agreement. Consultation with the Washington Administrative Program Center's Records Officer, (202) 208-4333, should occur after this period has expired or until a new Records Disposition Schedule is issued. The current Records Disposition Schedule is dated 1986, and it is in the process of being revised.

4.10 **Reporting Requirements**

1. **Federal Assistance Award Data Reports**

A DI-1961, "Federal Assistance Award Data Report," is required for all cooperative agreements. For detailed information on this reporting requirement see Contracting Officer's Technical Instruction (COTI) 98-07. A current version of the reporting manual is available on the Internet at <http://www.census.gov/govs/www/faads.html>. A sample DI-1961 is provided as Attachment 4.13 in this handbook. Block number one on this form requires a *Catalog of Federal Domestic Assistance (CDFA)* number. Unless your project has been advertised in the *CDFA*, you will not have a number. A pseudo number must be assigned in this block for the report to be accepted in the reporting system. Numbers are not published in the *CDFA*. These numbers are included in Attachment 4.17. All pseudo numbers will be assigned with a program description so that they can be used throughout the NPS for projects of the same type. If you need to assign a new pseudo number that is not listed in Attachment 4.17, contact the Office of Acquisition Management, HFC, to have that pseudo number added to the list.

Currently, the Department is in the process of updating the Interior Department Electronic Acquisition System to include this report, but the date for the completion of this is uncertain. Until the reporting program is complete, submit copies of the DI-1961 to the Manager, Contracting and Procurement, WASO, who will manually input reports into the Reflections software program and prepare reports required by the Department. The Reflections software is the DOI required software program that transmits data to the Department.

2. **NPS Acquisition Website**

If the agreement has Servicewide or regionwide impact, information pertaining to the agreement must be provided for inclusion on the NPS acquisition website. This web site address is included in Appendix E.

4.11 **Required Standard Forms**

The following standard forms for a cooperative agreement are required when applicable.
(See Attachment 4.15, *Standard Forms*.)

1. “Federal Assistance Award Data System” (FAADS), DI-1961.
2. “U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying,” DI-2010.
3. “Application for Federal Assistance,” Standard Form 424 A-D, (SF-424, SF-424A, SF-424B, SF-424C, SF-424D)
4. “Request for Advance or Reimbursement,” Standard Form 270, (SF-270)
5. “Outlay Report and Request for Reimbursement for Construction Programs,” Standard Form 271, (SF-271)
6. “Financial Status Reports,” Standard Form 269, Long Form, (SF-269)
7. “Financial Status Reports,” Standard Form 269A, Short Form (SF-269A)
8. “Federal Cash Transactions Report,” Standard Form 272 (SF-272)
9. “Federal Cash Transactions Report, Continuation Form,” Standard Form 272A (SF-272A)
10. “Disclosure of Lobbying Activities,” Standard Form LLL (SF-LLL)

4.12 **Cooperative Ecosystem Studies Units**

The concept for the establishment of a network of Cooperative Ecosystem Studies Units (CESUs) was developed in 1997. It was authorized by the Thomas Bill, Public Law 105-391, Title II, Section 203(a), codified as 16 U.S.C. §5933. A Cooperative Ecosystem Studies Units Coordinating Council was formed, consisting of representatives from six federal offices: Bureau of Land Management, Department of Energy, National Park Service, U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, and U.S. Geological Survey. The United States was divided into approximately nine biogeographic regions. One CESU is planned for each bio-geographic region. Each CESU is a collaborative effort between federal agencies and universities, and each unit is established by a cooperative agreement signed by all participants. The purpose of each CESU is to provide federal resource managers with high-quality scientific research, technical assistance, and education and to create partnerships between federal agencies and universities to share resources and expertise. Other objectives are to encourage professional development of federal scientists and to manage federal science resources efficiently and cost-effectively.

The development of CESUs has occurred at the departmental level with active interest and participation by the DOI Science Board and staff at the headquarters level of each agency. Federal agencies participate in CESUs within the scope of their respective missions.

Cooperative Ecosystem Studies Units are established through multi-agency competitions. The competitions are managed by the CESU Council. A request for proposal precedes each competition and is widely distributed to universities and published in *FedBizOpps*. The request for proposals and the resulting cooperative agreements have been drafted and reviewed at the agency head level, with legal review by the Department of the Interior Solicitor's Office.

All competition and legal review requirements for each CESU have been met prior to award. Additional competition or legal review of tasks under each CESU is not required. The term of each CESU is for a minimum of five years, with independent peer review after five years and renewal options to be determined by the CESU Council.

More information about CESUs is located on the Internet at www.cesu.org/cesu. An administrative guideline is currently under development by the CESU Council. Specific NPS guidance will be incorporated into the next revision of this handbook.

Attachment 4.6 contains a sample task agreement under an existing cooperative agreement with the Great Basin Ecosystem Studies Unit.

4.13 **Challenge Cost-Share and Public Land Corps Agreements**

16 U.S.C. §1f authorizes the NPS to enter into Challenge Cost-Share agreements. This authority allows the agency to negotiate and enter into cooperative arrangements with any state or local government, public or private agency, organization, institution, corporation, individual, or other entity. Appropriated funds for cost sharing must be matched by the commitments from recipients of Challenge Cost-Share agreements. The required 50-50 cost sharing may be managed on a national or regional basis, so that individual agreements do not necessarily have to be on a 50-50 split.

Challenge Cost-Share agreements may be awarded as a procurement contract or a cooperative agreement. The purpose of the agreement will determine which instrument is used. (*For projects involving construction, see Chapter 4, Paragraph 4.1, Number 4.*) The agreement must cite the authority for the Challenge Cost-Share Program (CCSP), and the cost-share ratio. Specific commitments of money, goods, or services by each party must be included in the agreement. Projects approved under the CCSP do not require further competition.

If it is determined that a procurement contract is the appropriate instrument to use to initiate and award projects through the CCSP, a non-competitive contract may be appropriate and is exempt from the synopsis requirements of *FedBizOpps*. This is because the Challenge Cost-Share has been identified through a competitive selection process made up of individuals tasked with identifying projects for the CCSP. The contract file should contain a justification for other than full and open competition as to why it was not competed.

As a general rule, the partner's contribution may be satisfied by providing cash, real or personal property, services, or contributed volunteer labor. Reimbursement can be made based on actual costs incurred by the partner in performing the project. No advance payments are allowed. The initiative for the CCSP may originate with either party to the agreement. The reason for this type of agreement is to extend federal funds and accomplish more with the addition of non-federal funds.

Project costs must be not only reasonable and necessary to complete project work, but must also be (a) allowable and (b) valued according to the appropriate Office of Management and Budget Circular cost principles and Title 43, Code of Federal Regulations, Part 12.

Allowable in-kind (non-cash) contributions are defined in the following Office of Management and Budget Circulars:

A-87 Agreements with Governments.

A-122 Agreements with Non-Profits.

A-21 Agreements with Educational Institutions.

The matching share is described in these OMB Circulars: *A-110, Administrative Requirements for Universities or Non-Profits*, and *A-102, Governments and Indian Tribes*.

Challenge Cost-Share agreements and Public Land Corps agreements are governed by specific guidance from WASO. Instructions have been issued annually for these programs. The Public Land Corps Program is still a temporary program.

The NPS CCSP Guideline is developed by the CCSP Coordinator, Washington Office, (202) 343-9575, each fiscal year. The CCSP Guideline may be obtained from regional CCSP coordinators. Director's Order 27 for the CCSP is presently being developed.

For Public Land Corps projects, the Youth Conservation Corps Coordinator for your support area will have the latest guidance.

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**Cooperative Agreement
between
The United States Department of the Interior
National Park Service
and
The City of Brooklyn Park**

This Agreement is entered into by and between the Mississippi National River and Recreation Area, **NATIONAL PARK SERVICE** (NPS), and the **CITY OF BROOKLYN PARK** (City). “City” refers to City staff, as determined by the City.

ARTICLE I - BACKGROUND AND OBJECTIVES

The principal objective of this Agreement is to restore critical habitat and enhance parkland owned by the City and within the boundary of the Mississippi National River and Recreation Area (MNRRA), a unit of the national park system. Accomplishment of the 46.5-acre project will meet natural resource and recreation goals of the MNRRA Comprehensive Management Plan (CMP), as well as compatible goals of the City of Brooklyn Park’s Comprehensive Plan and Critical Area Plan.

ARTICLE II - AUTHORITY

A. Federal:

Public Law 100-696, November 18, 1988, *102 Stat. 4600*, 16 U.S.C. §460zz to 460zz-6, established the Mississippi National River and Recreation Area. Specifically, 460zz-5(b) authorizes the Secretary of the Interior (Secretary) to enter into Cooperative Agreements with the State of Minnesota (State) or its political subdivisions for the purpose of assisting in the planning for and interpretation of non-federally owned lands within the area.*

* This is an authority specific to the Mississippi National River Recreation Area only.

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B. State:

1. Brooklyn Park City Charter, Section 1.02, POWERS OF THE CITY.
2. Brooklyn Park City Charter, Section 240.00 RECREATION AND PARK DEPARTMENT, City of Brooklyn Park Critical Area Plan, *Critical Area Act* of 1973, Minn. Stat. Chapter 116G, as amended; Executive Order No. 130, as amended, of November 3, 1976; Executive Order 79-19 of 1979.
3. City of Brooklyn Park Critical Area Plan, *Critical Area Act* of 1973, Minn. Stat. Chapter 116G, as amended; Executive Order No. 130, as amended, of November 3, 1976; Executive Order 79-19 of 1979.

ARTICLE III - STATEMENT OF WORK

A. The NPS agrees to:

1. Provide financial assistance as provided in Article VI.
2. Work with the City to facilitate coordination of project-related planning and activities in order to meet the project objectives.
3. Provide technical assistance on trail issues, habitat and vegetation restoration, public involvement and other aspects of the project as needed to meet project objectives, and participate in site design and planting workdays.
4. Together with the City, document the project in writing and with photographs to serve as a model of how resource protection and enhancement, with recreation access, can be accomplished elsewhere in the MNRRA.

B. The City agrees to:

1. Provide funds, equipment, personnel, and other in-kind resources necessary to perform the functions specified under Sections B and C of this Article.
2. Conduct an assessment of the restoration area to include vegetation analysis, slope, soils data, management techniques, habitat data, and basic flood data.

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3. Evaluate alternative site designs for River Park. Develop a site restoration and management plan. The plan will identify restoration areas, location of trails and other public facilities, methods of sustaining the restoration, and volunteer opportunities. It will also recommend plant species to be used in the restoration area and a preferred site design.
4. Manage and carry out site work, consistent with Article III, to accomplish and maintain the restoration, including possible relocation of active recreation site(s) closest to the river, seeding and planting of native species, removal of any invasive exotics, and other long-term maintenance activities.
5. Contribute information for project documentation.

C. The NPS and the City, jointly, agree to:

1. Meet together periodically, and with other project cooperators, to coordinate project activities, track project progress and expenditures, and ensure consistency with the MNRRA CMP and relevant City plans.
2. Plan and develop interpretive and educational materials and programs about the project, such as brochures, news releases, media contacts, signs, exhibits, field trips, and school activities. Acknowledge involvement of all partners in published materials and project information/publicity.
3. Recruit and involve volunteers in activities.
4. Monitor success of the restoration activities.
5. Involve the public in planning and carrying out the project.

ARTICLE IV - TERM OF AGREEMENT

This Agreement will become effective upon signature of both parties and extend through September 1, 2003.

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ARTICLE V - KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Signatory/Administrative

Theora McVay
Contracting Officer
Midwest Regional Office
National Park Service
1709 Jackson Street
Omaha, Nebraska 68102
E-mail: Theora_McVay@nps.gov
Telephone: (402) 221-3487
Facsimile: (402) 221-4251

Local/Coordinating

Superintendent
Mississippi National River and Recreation Area
175 E. 5th Street,
Suite 418, Box 41
St. Paul, Minnesota 55101
E-mail: superintendent@nps.gov
Telephone: (402) 336-xxxx
Facsimile: (402) 336-xxxx

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2. For the City:

Signatory/Administrative

City Manager
City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, Minnesota 55443
E-mail: city_manager@bp.org
Telephone: (763) 424-xxxx
Facsimile: (763) 424-xxxx

- B. **Communications** - The City will address any communication regarding this Agreement to the key official with a copy to the Contracting Officer and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. **Changes in Key Officials** - Neither the NPS nor the City may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI - AWARD AND PAYMENT

- A. A work plan and budget specifying the tasks the City will accomplish during the term of this Agreement are attached to this Agreement. The Service will award funds to the City on a reimbursable basis, based on the current work plan and budget.
- B. Payment will be made no more frequently than monthly and will be paid by electronic funds transfer directly into the City's account, located at the financial institution as designated on Standard Form 3881 (Attachment E of Article XIII).
- C. The chargeable appropriation for this Agreement is Account Number _____. Nothing in this Agreement will be construed as binding the NPS to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

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ARTICLE VII - PRIOR APPROVAL

The City will obtain the prior written approval of the Service for the items specified in 43 *CFR* §12.70.

ARTICLE VIII - LIABILITY**The City agrees:**

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To provide workers' compensation protection to the City officers, employees, and representatives.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by the City, its officers, employees, or representatives.
- D. In the event of damage to or destruction of the buildings and facilities assigned for the use of the City in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the City, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the City, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the City will constitute termination of this Agreement by the NPS.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

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ARTICLE IX - REPORTS AND /OR DELIVERABLES

- A. **Where to Submit** - In accordance with 43 *CFR Part 12*, the City will submit reports to the NPS Contracting Officer at the address specified in Article V. The City also will submit a copy of each report to the superintendent of the area at the address specified in Article V.
- B. **What and When to Submit** - The City will submit to the NPS the following reports at the specified times:
1. Financial Status Report - An SF-269, Financial Status Report, annually, prior to each anniversary date of this Agreement.
 2. Annual Progress Report - An annual progress report, beginning 12 months after the effective date of this Agreement, and every 12 months thereafter. Each annual progress report will include:
 - (a) A summary of overall progress on the work plan, including results to date;
 - (b) Any problems or favorable or unusual developments;
 - (c) Other information pertinent to this Agreement.
- C. **Record Keeping** - The City will keep records concerning this Agreement in accordance with the requirements of Article XII, Paragraph A, General Provisions, and all applicable Office of Management and Budget Circulars.
- D. **Access to Records**
1. The City will give the NPS and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this Agreement.
 2. The NPS will give the City or any authorized representative the right to examine any records related to this Agreement that otherwise would be available to the City under the *Freedom of Information Act*, 5 U.S.C. §552.

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ARTICLE X - PROPERTY UTILIZATION

- A. **City-Acquired Equipment** - The City will utilize, manage, and dispose of property funded by this Agreement as specified in 43 *CFR* §12.71 and 12.73. The specific method for disposition of city-acquired equipment will be agreed to by the City and the NPS prior to any disposition.
- B. **Property Records** - The City will maintain records of all property acquired and disposed of under this Agreement, take a physical inventory of all remaining property, and reconcile the results of the inventory with the records at least once every two years in accordance with 43 *CFR* §12.72 (d)(2).

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **OMB Circulars and Other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - (a) *OMB Circular A-87*, “Cost Principles for State, Local, and Indian Tribal Governments.”
 - (b) *OMB Circular A-97*, “Provisions for Specialized and Technical Services to State and Local Governments.”
 - (c) *OMB Circular A-102*, as codified by 43 *CFR Part 12*, Subpart C, “Uniform Administrative Requirements for Grants-in-Aid to State Governments.”

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- (d) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
 - (e) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”
2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
 3. **Lobbying Prohibition** - 18 *U.S.C. §1913*, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
 4. **Anti-Deficiency Act** - 31 *U.S.C. §1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

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5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with *43 CFR §12.944* for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and *43 CFR §12.76* for State and Local Governments.

B. Special Provisions

Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. **Certifications** – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

SAMPLE COOPERATIVE AGREEMENT
(STATE AND LOCAL GOVERNMENTS)

Agreement Number H1253000001
Page ____ of ____

ARTICLE XIII - ATTACHMENTS

In addition to the attachments previously specified in this Agreement, the following documents, provided by the City, are attached to and made a part of this Agreement:

- A. City’s Work Plan and Budget.
- B. Form SF-424, “Application for Federal Assistance” (incorporated by reference).
- C. Form SF-424A, “Budget Information” (incorporated by reference).
- D. DI-2010.
- E. Standard Form 3881.

ARTICLE XIV - SIGNATURES

IN WITNESS HEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

FOR THE CITY OF BROOKLYN

FOR THE NATIONAL PARK
SERVICE

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Theora McVay
Title: Contracting Officer
Date: _____

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002
Page ____ of ____

**Cooperative Agreement
between
The United States Department of the Interior
National Park Service, Great Basin National Park
Nevada Conservation Corps
and
Great Basin Institute**

This Agreement is entered into by and between the Nevada Conservation Corps (NCC), Great Basin Institute (Institute), and the United States of America, U.S. Department of the Interior, National Park Service (NPS), by and through the Superintendent, Great Basin National Park, (Park).

ARTICLE I – BACKGROUND AND OBJECTIVES

The NCC has been established by the State of Nevada as a federally-funded program governed and managed by the Institute for the purpose of employment and development of young people and the conservation and enhancement of the State's natural and cultural resources.

The NPS wishes to continue their long-standing efforts to provide opportunities for public service youth employment, minority youth development and training, and the participation of young adults in accomplishing conservation-related work which clearly represents public benefit as exemplified through NPS support of programs such as the Youth Conservation Corps, the Young Adult Conservation Corps, state and local conservation corps, and the Student Conservation Association.

The involvement of youth and young adults in care and enhancement of public resources stimulates the public purpose of education, job training, development of responsible citizenship, and productive community involvement.

The NCC is uniquely qualified in programs related to resource conservation and is willing to develop a youth employment and training program with the assistance of the NPS.

The NPS and NCC desire to build upon the good record established by youth conservation corps of restoring and maintaining NPS resources in a cost-effective and efficient manner, especially when they have worked in partnership with the NPS. The NPS and NCC also wish to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations to enjoy the natural and cultural resources of the national park system.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

ARTICLE II - AUTHORITY

16 U.S.C. §1g provides that the NPS may enter cooperative agreements that involve the transfer of NPS-appropriated funds to non-profit organizations for the public purpose of carrying out NPS programs pursuant to 31 U.S.C. 6305;

The Public Lands Corps Act, 16 U.S.C. §1723 (c) authorizes the Secretary of the Interior to enter into contracts and cooperative agreements with any qualified youth or conservation corps to perform appropriate conservation projects; and,

The NCC has the authority pursuant to *Nevada Statute 81.220* to enter into agreements providing for it to perform projects with federal agencies that are concerned with the objectives of the NCC.

ARTICLE III – STATEMENT OF WORK**A. NPS agrees to:**

1. Provide financial assistance as provided for in Article VI.
2. Work with NCC in developing a program involving cooperative efforts in cultural and resource conservation related to projects such as trail development and maintenance, historic, cultural, and archeological conservation, and native plant habitat restoration and rehabilitation.
3. Perform all required environmental and cultural resource compliance work prior to permitting the NCC work crew to begin work on a project.
4. Provide logistical and facility support to NCC personnel. Participate with NCC in overall project management and monitoring, provide materials, transportation, and equipment as available and necessary to perform projects on lands managed by the Park.
5. Assign an appropriate NPS employee to monitor the ongoing work, to respond to questions about the nature and goals of the project, and act as an on-site liaison among the parties.
6. In collaboration with NCC, provide interpretation and education programs for the youth accomplishing projects on NPS lands to enhance the environmental awareness of participants.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

7. In conjunction with NCC, review and approve each phase of projects prior to the commencement of subsequent phases.
8. Complete NCC project-related forms in conjunction with project.

B. NCC agrees to:

1. Develop a youth conservation corps program of public benefit in cooperation with the NPS to expose young men and women to public service while furthering their understanding and appreciation of the Nation's natural and cultural resources.
2. Recruit and hire youth and young adults primarily from diverse racial and ethnic backgrounds, low- and moderate-income families, and those unemployed and/or out of school.
3. Work with NPS to ensure that corps members have opportunities for training in resource conservation and vocational skills including occupational safety.
4. Encourage corps members to participate in environmental education programs developed by the NPS for the NCC and for the public.
5. Provide a full-time on-site supervisor competent in the kind of work required to complete the identified project(s). The supervisor shall be responsible for supervising the participants, for controlling the method and manner of work, and for ensuring that the projects are undertaken and completed in a safe manner.
6. Provide transportation to and from the park, and other support for NCC crews.

C. NPS and NCC agree to:

1. Cooperate in the design and implementation of a program of conservation-related projects.
2. Utilize other agencies and organizations to assist with providing technical expertise for conservation projects undertaken.
3. Undertake pre-project and closeout briefings for each project.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002
Page ____ of ____

4. Provide educational programs about work projects and resource management at the Park to increase NCC corps members' knowledge of environmental problems, natural and cultural resources, and NPS stewardship of public lands and resources.

D. Institute agrees to:

Govern and manage NCC as a federally funded program.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will become effective upon signature of both parties and extend through August 31, 2005, unless terminated earlier in accordance with Article XI.

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

Local/Coordinating

Rebecca Mills, Superintendent
Great Basin National Park
Highway 488
Baker, Nevada 89311
E-mail: becky_mills@nps.gov
Telephone: (775) 234-xxxx
Facsimile: (775) 234-xxxx

Signatory/Administrative

Theresa A. Fisher, Contracting Officer
National Park Service
Pacific Great Basin Support Office
600 Harrison St., Suite 600
San Francisco, California 94107-1372
E-mail: theresa_fisher@nps.gov
Telephone: (415) 427-xxxx
Facsimile: (415) 427-xxxx

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

2. For the NCC:

Jerry Kier, Program Manager
Nevada Conservation Corps
Mail stop 98 UNR
Reno, Nevada 89557-0031
E-mail: jerry_keir@ncc.com
Telephone: (775) 784-xxxx
Facsimile: (775) 784-xxxx

3. For the Institute:

Scott Slovic, President
Great Basin Institute
Mail stop 98 UNR
Reno, Nevada 89557-0031
E-mail: scott_slovic@gbi.com
Telephone: (775) 784-xxxx
Facsimile: (775) 784-xxxx

- B. Communications** - The NCC will address any communication regarding this Agreement to the key official with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. Changes in Key Officials** - Neither the NPS nor the NCC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

ARTICLE VI – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, amount of financial assistance and any other special term or condition applicable to that project.
- B. Requests for Reimbursement and Advance of Funds (SF-270) will be submitted to the NPS Contracting Officer. Payment will be made no more frequently than monthly and will be paid by Electronic Funds Transfer directly into NCC's account located at the financial institution as designated on Standard Form 3881 (Attachment E of Article XIII).

Great Basin Institute
Mail stop 98 UNR
Reno, NV 89557-0031

- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, according to the following schedule of not-to-exceed amounts:

| | |
|----------|----------|
| FY 2001: | \$30,000 |
| FY 2002: | \$30,000 |
| FY 2003: | \$30,000 |
| FY 2004: | \$30,000 |
| FY 2005: | \$30,000 |

ARTICLE VII – PRIOR APPROVAL

The NCC shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-110 as codified by 43 CFR §12.925.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

ARTICLE VIII - LIABILITY**NCC agrees:**

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, NCC shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by NCC, its officers, employees, or representatives [as in Paragraph 1].
- D. To provide workers' compensation protection to NCC officers, employees, and representatives.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

[If Cooperator occupies Government property, use the following:]

- F. In the event of damage to or destruction of the buildings and facilities assigned for the use of NCC in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with NCC, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by NCC, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to NCC will constitute termination of this Agreement by the NPS.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities for which funds are advanced will be tracked and reported by submittal of Standard Form 272, Federal Transaction Report and quarterly submittal of Standard Form 269, Financial Status Report, as outlined in 43 *CFR* §12.952.
- B. NCC will provide an annual written evaluation of the program activity prior to October 15 of the following year, to the key official identified in Article V above. The evaluation will include descriptive information of program activity, a summary of park unit participation, and recommendations for future program activity.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 43 *CFR* §12.953.

ARTICLE X – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by the park will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 43 *CFR* §12.933 through 12.935 apply to this Agreement.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XII – GENERAL AND SPECIAL PROVISIONS**A. General Provisions**

- 1. **OMB Circulars and Other Regulations** – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - (a) *OMB Circular A-110*, as codified by *43 CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
 - (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
 - (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
 - (d) *43 CFR Part 12, Subpart D*, “Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants).”
 - (e) *43 CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.” *FAR Clause 52.203-12, Paragraphs (a) and (b)*, “Limitation on Payments to Influence Certain Federal Transactions.”

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

3. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

4. **Anti-Deficiency Act** - 31 U.S.C. §1341 - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR* §12.944 for Institutions of Higher Education; Hospitals and other Non-Profit Organizations, and 43 *CFR* §12.76 for State and Local Governments.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

B. Special Provisions

1. Public Information

- (a) The NCC will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the NCC represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the NCC or considers the NCC's work product to be superior to other products or services.
- (b) The NCC will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
- (c) The NCC will obtain prior NPS approval from the regional public affairs office for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official who will forward such materials to the public affairs office, along with the request for approval.
- (d) The NCC agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002

Page ____ of ____

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. **Certifications** – The following certification is required in accordance with the above provisions and made a part of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII – ATTACHMENTS

In addition to the attachments previously specified in this Agreement, the following documents, provided by NCC are attached to and made a part of this Agreement:

- A. NCC's Work Plan and Budget.
- B. Form SF-424, "Application for Federal Assistance" (incorporated by reference).
- C. Form SF-424A, "Budget Information" (incorporated by reference).
- D. DI-2010.
- E. Standard Form 3881.

**SAMPLE COOPERATIVE AGREEMENT
(NON-PROFIT ORGANIZATIONS)**

Agreement Number H1253000002
Page ____ of ____

ARTICLE XIV - SIGNATURES

IN WITNESS HERETO, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE NEVADA CONSERVATION
CORPS**

Jerry Kier, Program Director

Date

FOR THE GREAT BASIN INSTITUTE

Scott Slovic, President

Date

FOR THE NATIONAL PARK SERVICE

Rebecca Mills, Superintendent,
Great Basin National Park

Date

Theresa A. Fisher, Contracting Officer
Pacific Great Basin Support Office

Date

SAMPLE TASK AGREEMENT

Task Agreement Number 001
between
The United States Department of the Interior
National Park Service, Great Basin National Park
and the
Nevada Conservation Corps

ARTICLE I – BACKGROUND AND OBJECTIVES

Cooperative Agreement Number H1253000002 was entered into by and between the Department of the Interior, National Park Service, Great Basin National Park, (NPS), the Nevada Conservation Corps (NCC), and Great Basin Institute (Institute), NCC's parent organization, for the involvement of local youth in the care and enhancement of public resources. Unless otherwise specified herein, the terms and conditions as stated in the Cooperative Agreement will apply to this Task Agreement.

ARTICLE II – STATEMENT OF WORK

A. NCC agrees to:

1. Provide financial assistance as provided for in Article V.
2. Coordinate a work schedule with NPS and provide an eight-member crew with two leaders experienced in the operation of hand tools and small power tools for the following trail reconstruction/rehabilitation projects:
 - (a) Alpine Lakes Loop Trail – reconstruct to park standards - hard surface using stone, native soil/gravel, etc.
 - (b) Bristlecone/Glacier Trail – reconstruct to park standards - hard surface using stone, native soil/gravel, etc. from Theresa Lake to the Bristlecone pine forest. Cairn mark trail to the rock glacier.
 - (c) Wheeler Peak Trail – rehabilitate/reconstruct to establish a cairn-marked unsurfaced trail.
3. Provide all food, camping costs, support costs, and labor to accomplish services indicated in this statement of work.

SAMPLE TASK AGREEMENT

B. NPS agrees to:

Provide a project supervisor, materials, specialized tools, project vehicle, and related supplies.

ARTICLE III – TERM OF AGREEMENT

This Task Agreement will become effective on the date of final signature and extend through June 30, 2003.

ARTICLE IV – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. **For the NPS:**

Rebecca Mills, Superintendent
Great Basin National Park
Highway 488
Baker, Nevada 89311
E-mail: becky_mills@nps.gov
Telephone: (775) 234-xxxx
Facsimile: (775) 234-xxxx

2. **For the NCC:**

Jerry Keir, Program Director
Nevada Conservation Corps
Mail stop 98 UNR
Reno, Nevada 89557-0031
E-mail: jerry_keir@ncc.com
Telephone: (775) 784-xxxx
Facsimile: (775) 784-xxxx

B. **Communications** - The NCC will address any communication regarding this Agreement to the key official with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.

SAMPLE TASK AGREEMENT

- C. **Changes in Key Officials** - Neither the NPS nor the NCC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE V – AWARD AND PAYMENT

- A. Financial Assistance: NPS will provide funding to NCC, through the Institute, an amount not to exceed \$21,603 for the work described in Article III commensurate with crew hours expended on the job.

Appropriation Data: The chargeable appropriation for this Task Agreement is:

\$15,000 against 8420-0001-M2T (Public Lands Corps Grant)

\$ 6,603 against 8420-9900 M2T (Fee Demo Project)

- B. NCC's proposal entitled "Great Basin National Park Budget Summer 2000," Attachment A, is incorporated herein.

ARTICLE VI – ATTACHMENTS

The following documents are attached and made a part of this Task Agreement:

- A. NCC's proposal entitled "Great Basin National Park Budget Summer 2000," one page.
B. "Location Map of Great Basin National Park," one page.
C. "Wheeler Peak Trail Assessment," five pages.

SAMPLE TASK AGREEMENT

ARTICLE VII - SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Task Agreement on the date(s) set forth below.

**FOR THE NEVADA CONSERVATION
CORPS**

Jerry Kier
Program Director

Date

FOR THE NATIONAL PARK SERVICE

Theresa A. Fisher
Contracting Officer

Date

******Articles in a task agreement will generally include only applicable information. Therefore, there may be as few as seven Articles, as shown in this sample, or the number necessary to make the task complete.**

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350010002
Page ____ of ____

**Cooperative Agreement
between
The United States Department of the Interior
National Park Service
and
Johnson City Volunteer Fire Department**

IMPORTANT NOTE: THIS EXAMPLE IS NOT INTENDED TO REPLACE THE MEMORANDA OF AGREEMENT CURRENTLY IN PLACE USING THE RECIPROCAL FIRE ASSISTANCE AUTHORITY. THIS SAMPLE IS ONLY TO BE USED FOR PASSING FUNDS AND OR EQUIPMENT TO THE RURAL FIRE DEPARTMENTS UNDER THE NATIONAL FIRE PLAN.

This Cooperative Agreement (hereinafter Agreement) is made and entered into by the Department of the Interior, National Park Service (NPS) and the Johnson City Volunteer Fire Department, for the purpose of enhancing the fire protection capability of the Johnson City Volunteer Fire Department.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to provide assistance in training, equipment purchase, and prevention activities on a cost share basis. To increase firefighter safety, enhance the fire protection capabilities of rural fire departments, and enhance protection in the urban-wildland interface. To increase the coordination between local, State, and Federal firefighting resources.

The public will benefit by having reduced fire loss, the development of fire prevention programs, and the reduction of occurrence and intensity of wildland fire within the urban interface.

ARTICLE II – AUTHORITY

This Agreement is hereby entered into by authority of:

Title IV of the Department of the Interior and Related Agencies Appropriations Act, 2001, Act of October 11, 2000, *Pub. L. No. 106-291, 114 Stat. 922, 1006-1010*, which appropriates money for fire suppression operations, burned areas rehabilitation, hazardous fuels reduction, and rural fire assistance and which sets forth provisions governing the money's use.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350010002
Page ____ of ____

ARTICLE III – STATEMENT OF WORK

A. The Johnson City Volunteer Fire Department agrees to:

1. Training: Provide/attend wildland fire suppression training (includes costs of associated travel in accordance with Federal Travel Regulations). Assist in the planning and coordination of the wildland fire training course(s). Provide wildland fire training instructor. Provide wildland fire training materials and conference room facilities.
2. Equipment purchase: Work with the NPS to identify and purchase, with the funds obligated by this Agreement, wildland firefighting equipment. The purchased equipment may include fuses, hoses, adapters, nozzles, drip torches, tools, radios, engines, trucks, pumps and pump packages, and personal protective equipment.
3. The Johnson City Volunteer Fire Department agrees to meet a cost share at a minimum of 10 percent (which may include in-kind services or supplies).

B. The NPS agrees to:

1. Training: Assist in identifying training opportunities and developing training plans for rural firefighters. Provide instructor(s) for wildland training course(s). Provide wildland fire training materials and conference room facilities.
2. Equipment Purchase: NPS will purchase all equipment and/or facilitate the transfer within applicable regulations. (Hand receipt or transfer) Types of equipment may include, but are not limited to, trucks, engines, pumps, pump packages, tools, supplies, materials, office equipment, etc.

ARTICLE IV – TERM OF AGREEMENT

This Agreement shall become effective on the date of signature of the NPS Contracting Officer and shall remain in effect until September 30, 2003, unless terminated in accordance with the provisions of *43 CFR Subpart C, Section 12.84*. This Agreement may be renewed for subsequent fiscal years (not-to-exceed a total of five years), subject to the availability of Federal funding, by mutual written modification signed by both parties to this Agreement. Amendments to this Agreement may be proposed by either party and shall become effective upon approval by both parties.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350010002
Page ____ of ____

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

1. For the NPS:

Signatory/Administrative

Marsha Wagner, Contracting Officer
Lyndon B. Johnson National Historical Park
P.O. Box 329
Johnson City, Texas 78636
E-mail: marsha_wagner@nps.gov
Telephone: (830) 868-7128, Ext. 223
Facsimile: (830) 868-xxxx

Local/Coordinating

Brian Carey, Key Official
Lyndon B. Johnson National Historical Park
P.O. Box 329
Johnson City, Texas 78636
E-mail: brian_carey@nps.gov
Telephone: (830) 868-7128, Ext. 232
Facsimile: (830) 868-xxxx

Kevin Carter, Project Inspector
Lyndon B. Johnson National Historical Park
P.O. Box 329
Johnson City, Texas 78636
E-mail: kevin_carter@nps.gov
Telephone: (830) 868-7792
Facsimile: (830) 868-xxxx

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350010002

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2. For the Johnson City Volunteer Fire Department:

Signatory/Administrative

James Dildine, Fire Chief
Johnson City Volunteer Fire Department
Johnson City, Texas 78636
E-mail: johnsoncityfiredept@xxx.xxx
Telephone: (830) 868-7111
Facsimile: (830) 868-xxxx

- B. Communications** - The Johnson City Fire Department will address any communication regarding this Agreement to the key official with a copy to the Contracting Officer, and to the superintendent of the area. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the superintendent.
- C. Changes in Key Officials** - Neither the NPS nor the Johnson City Fire Department may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

Chargeable Appropriation – The Chargeable appropriation for this Agreement is Account Number, in the amount of \$5,000, for the Johnson City Volunteer Fire Department. Nothing in this Agreement shall be construed as binding the National Park Service to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

ARTICLE VII – PRIOR APPROVAL

In accordance with *OMB Circular A-110 and 43 CFR Part 12*. (Note: If applicable, list items requiring verbal or written approval, if other than shown in regulations referenced above.)

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350010002

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ARTICLE VIII - LIABILITY

IMPORTANT NOTE: LIABILITY REQUIREMENTS FOR ALL FUNDING ASSOCIATED WITH THE NATIONAL FIRE PLAN SHOULD BE RESEARCHED BY YOUR RESPECTIVE SOLICITOR. LIABILITY PROVISIONS MAY BE DIFFERENT DEPENDING ON STATE STATUTES THAT GOVERN THE EXISTENCE OF THE RURAL FIRE DEPARTMENT.

The Johnson City Volunteer Fire Department agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To provide workers' compensation protection to the Johnson City Volunteer Fire Department officers, employees, and representatives.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by the Johnson City Volunteer Fire Department, its officers, employees, or representatives.
- D. In the event of damage to or destruction of the buildings and facilities assigned for the use of the Johnson City Volunteer Fire Department in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the Johnson City Volunteer Fire Department that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Johnson City Volunteer Fire Department, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Johnson City Volunteer Fire Department will constitute termination of this Agreement by the NPS.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

Agreement Number H7350010002
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ARTICLE IX – REPORTS AND/OR DELIVERABLES

Submit one copy of an annual performance report to the National Park Service within ninety (90) days after the end of the fiscal year. The performance report must be prepared in accordance with *43 CFR, Subpart C, Section 12.80* and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns, and any other pertinent information.

ARTICLE X – PROPERTY UTILIZATION

Any NPS property used or other property acquired under this Agreement, including intangible property such as copyrights and patents shall be governed by the provisions of *43 CFR, Subpart C, Sections 12.71 through 12.74*.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Termination of this Agreement will be in accordance with *OMB Circular A-110 and 43 CFR Part 12*.

**SAMPLE COOPERATIVE AGREEMENT
(NATIONAL FIRE PLAN)**

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Article XII – GENERAL AND SPECIAL PROVISIONS

IMPORTANT NOTE: APPLICABLE OMB CIRCULARS SHOULD BE USED. USE DEPENDS ON THE STATE STATUTE THAT AUTHORIZES THEM.

A. General Provisions

1. **OMB Circulars and Other Regulations** – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
 - (a) *OMB Circular A-110*, as codified by 43 *CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
 - (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
 - (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
 - (d) 43 *CFR Part 12, Subpart D*, “Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants).”
 - (e) 43 *CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
 - (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d *et seq.*); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

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(NATIONAL FIRE PLAN)**

Agreement Number H7350010002

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3. **Lobbying Prohibition** - 18 *U.S.C. §1913*, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

4. **Anti-Deficiency Act** - 31 *U.S.C. §1341* - Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR §12.944* for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and 43 *CFR §12.76* for State and Local Governments.

B. Special Provisions

Advertising and Endorsements

Johnson City Volunteer Fire Department must obtain prior NPS approval before releasing any public information that refers to the Department of the Interior, any bureau or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted to the NPS along with the request for approval.

**SAMPLE COOPERATIVE AGREEMENT
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Agreement Number H7350010002

Page ____ of ____

- C. **Certifications** – The following form(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:

DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

ARTICLE XIII – ATTACHMENTS

In addition to the attachments previously specified in this Agreement, the following document is incorporated by reference and made a part of this Agreement:

Form SF-424, “Application for Federal Assistance.”

ARTICLE XIV– SIGNATURES

IN WITNESS HEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

**FOR THE JOHNSON CITY VOLUNTEER
FIRE DEPARTMENT**

FOR THE NATIONAL PARK SERVICE

Signature: _____

Signature: _____

Name: James Dildine

Name: Marsha L. Wagner

Title: Fire Chief
Johnson City Volunteer Fire
Department

Title: Contracting Officer
Lyndon B. Johnson N.H.P.

Date: _____

Date: _____

SAMPLE COOPERATIVE AGREEMENT MODIFICATION

| | | | |
|----------------------------|-------|--------------------------------------|-------|
| Cooperator Name: | _____ | Cooperative Agreement Number: | _____ |
| Cooperator Address: | _____ | | _____ |
| | _____ | Dated: | _____ |
| | _____ | Modification Number: | _____ |
| Project Title: | _____ | Effective Date: | _____ |

The Cooperative Agreement is modified as follows:

1. **ARTICLE IV – STATEMENT OF WORK**, is modified to add the following task:

“ _____ ”

2. **ARTICLE V – TERM OF AGREEMENT**, is modified to extend the term of the Agreement by one year from September 1, 2001 to September 1, 2002.
3. **ARTICLE VI - KEY OFFICIALS**, is modified to change the NPS key official from Theora McVay to _____.
4. **ARTICLE VII – AWARD AND PAYMENT**, is modified to add funds for the new work plan. Funds are increased by \$_____ from \$_____ to \$_____.

All other provisions remain unchanged. **IN WITNESS HEREOF**, the parties hereto have executed this modification on the date(s) set forth below.

FOR THE CITY OF BROOKLYN PARK

FOR THE NATIONAL PARK SERVICE

Signature: _____

Signature: _____

Name: _____

Name: Theresa A. Fisher

Title: _____

Title: Contracting Officer

Date: _____

Date: _____

SAMPLE CESU TASK AGREEMENT

Agreement Number H8R07010001

Task Agreement Number J8R07020001

Page ____ of ____

**Great Basin Cooperative Ecosystem Studies Unit
Task Agreement
National Park Service**

TASK AGREEMENT NO.:

J8R07020001

COOPERATIVE AGREEMENT NO.:

H8R07010001

EFFECTIVE DATES:

06/01/2002 through 06/30/2004

COOPERATOR(S):

University of Nevada-Las Vegas

PROJECT TITLE:

Yosemite National Park National Register Documentation

FISCAL YEAR FUNDING: 2002**ACCOUNT NO:** 8813-0241-CCH**NOT TO EXCEED:** \$38,000**PROJECT ABSTRACT:**

Complete the park's National Register documentation.

SCOPE OF WORK: See Attachment (4 pages)

This Task Agreement is subject to all the provisions included in the Cooperative Agreement referenced above.

FOR THE UNIVERSITY OF NEVADA-LAS VEGAS**FOR THE NATIONAL PARK SERVICE**

William E. Schulze, Ed.D
Director, Office of Sponsored Programs

Theresa A. Fisher
Contracting Officer

Date

Date

SAMPLE CESU TASK AGREEMENT

Agreement Number H8R07010001

Task Agreement Number J8R07020001

Page ____ of ____

Yosemite National Park National Register Documentation**ARTICLE I – BACKGROUND AND OBJECTIVES**

This Task Agreement by and between the National Park Service (NPS) and the University of Nevada - Las Vegas (UNLV) is negotiated under the Great Basin Cooperative Ecosystem Studies Unit Cooperative and Joint Venture Agreement, NPS Document Number H8R07010001. The purpose of this task agreement is for mutual assistance in completing Yosemite National Park's National Register documentation.

Some of Yosemite's properties are listed in the National Register, but many eligible properties are not. This project will complete the park's National Register documentation and will assess and evaluate existing National Register documents, including existing National Register nominations, draft nominations, and the park's 1989 draft Multiple Property Documentation Form (MPD).

The objective of the National Register documentation is to provide an essential part of the park's preservation and planning efforts through the completion of a MPD, the main product of this project. The MPD will identify the associated historic contexts and associated property types for the park. The MPD package will include National Register forms for eligible properties and provide the framework for the park's National Register properties. It will assist the park in streamlining its research and surveys for historic properties by allowing park managers to use it for future nominations and registration of thematically related properties, as they become eligible. It could also be modified to establish registration requirement for new properties that may become eligible.

ARTICLE II – STATEMENT OF WORK**A. UNLV agrees to:**

1. Collaborate with the National Park Service to develop a research proposal for completing the National Register documentation for Yosemite National Park, producing a MPD as the main product.
2. Produce an assessment and evaluation of the park's National Register documentation, identifying the properties listed in the National Register and those recommended for listing. This summary will make recommendations for finalizing the draft nominations and determine what is needed to submit them.
3. Revise draft nominations, rewriting where necessary, in electronic format using Microsoft Word.

SAMPLE CESU TASK AGREEMENT

Agreement Number H8R07010001

Task Agreement Number J8R07020001

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4. Produce a MPD for Yosemite National Park. The document should incorporate the 1989 draft MPD and revise it where appropriate, especially to include changes in the National Park Service's thematic framework and to include new historic themes, such as Mission 66, that were not relevant at the time. All of the documents—the MPD and nominations—must be in electronic format, using Microsoft Word for text and JPEG graphic format for digital images. Black and white photographic prints are also required.
5. Prepare and present a presentation for Yosemite National Park staff about the National Register documentation at the end of the project—or at another time agreed to by the park and UNLV.

B. NPS agrees to:

1. Provide financial support to the UNLV, to perform work outlined in this Task Agreement.
2. Assign park and central office staff to work with UNLV, researchers (professors/graduate students) and to guide the project.
3. Collaborate with researchers to refine and review the research proposal, assess and evaluate National Register nominations, and develop and review the MPD.
4. Work with the California State Historic Preservation Office, the National Register staff, and other relevant parties to facilitate the project.
5. Facilitate research by providing workspace (such as desks), and access to research materials and agency specialists; and by assisting with housing and with park fieldwork.
6. Provide professional assistance in producing the MPD.

ARTICLE III – TERM OF AGREEMENT

This Task Agreement is effective June 1, 2002, and will extend through June 30, 2004. The project will take place over a two-year period, with most of the work occurring during the summer months. The project will begin in the summer of 2002 and continue through the summer of 2003. The final documentation should be completed by January 2004.

SAMPLE CESU TASK AGREEMENT

Agreement Number H8R07010001

Task Agreement Number J8R07020001

Page _____ of _____

ARTICLE IV – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Randy Fong (Park Project Lead)
Historical Architect
Yosemite National Park
P.O. Box 700
El Portal, CA 95318
E-mail: randy_fong@nps.gov
Telephone: (209) 379-1022
Facsimile: (209) 379-1149

David Louter (Project Technical Advisor)
Historian, National Register Programs
National Park Service, Seattle
909 1st Ave
Seattle, WA 98104
E-mail: david_louter@nps.gov
Telephone: (206) 220-4137
Facsimile: (206) 220-4160

2. For the UNLV:

Professor Andrew G. Kirk
(Principal Investigator)
Department of History
University of Nevada Las Vegas
4505 Maryland Parkway
Box 455020
Las Vegas, Nevada 89154-5020
E-mail: akirk@nevada.edu
Telephone: (702) 895-39544
Facsimile: (702) 895-1782

SAMPLE CESU TASK AGREEMENT

Agreement Number H8R07010001

Task Agreement Number J8R07020001

Page ____ of ____

ARTICLE V - PRODUCTS AND/OR DELIVERABLES

- A. Assessment and proposal for completing National Register documentation at Yosemite National Park. (Due on or before September 2002)
- B. Complete National Register documentation at Yosemite National Park, includes MPD and individual nomination forms. (Due on or before January 2004)
- C. Presentation for Yosemite staff on the National Register project. (Due on or before June 2004)

ARTICLE VI – LIABILITY

Each party accepts responsibility for any property damage, injury, or death caused by the acts or omissions of their respective faculty, students, employees, or other representatives, acting within the scope of their employment arising under this Task Agreement, to the fullest extent permitted by law.

ARTICLE VII – ATTACHMENTS

The following documents are attached to and made a part of this Task Agreement:

- A. Budget
- B. Proposal dated _____.

SAMPLE CESU MODIFICATION

**Great Basin Cooperative Ecosystem Studies Unit
Task Agreement Modification
National Park Service**

| | | | |
|----------------------------------|--------------------------------|---|------------------------------|
| <u>TASK AGREEMENT NO.</u> | <u>MODIFICATION NO.</u> | <u>COOPERATIVE AGREEMENT NO.</u> | <u>EFFECTIVE DATE</u> |
| H8R07010005 | 01 | H8R07010001 | 9/30/02 |

COOPERATOR:

University of Nevada, Reno

PROJECT ABSTRACT:

Bell Rapids Documentation, Hagerman Fossil Beds National Monument

PURPOSE OF MODIFICATION:

Extension of completion date to September 30, 2003.

MODIFICATION:**1. ARTICLE VI. D, SCHEDULE, is modified to read as follows:**

A draft report shall be due on October 1, 2002. The NPS shall have 30 days following receipt to provide comments and recommendations on the draft final report to the Principal Investigator. The final report and all other deliverables (with the exception of monthly reports and copies of retrieved documents already provided to HAFO) will be due on September 30, 2003.

2. All other terms and conditions remain unchanged.**UNIVERSITY OF NEVADA, RENO**

**NATIONAL PARK SERVICE
PACIFIC GREAT BASIN SUPPORT OFFICE**

Richard Bjur
Acting Director, Office of Sponsored Projects

Theresa A. Fisher
Contracting Officer

Date

Date

GENERAL AND SPECIAL PROVISIONS

A. General Provisions

Choose only one set of OMB Circular provisions depending upon the type of partner:

1. For State and Local Governments, use the following:

OMB Circulars and Other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-87*, “Cost Principles for State, Local, and Indian Tribal Governments.”
- (b) *OMB Circular A-97*, “Provisions for Specialized and Technical Services to State and Local Governments.”
- (c) *OMB Circular A-102*, as codified by *43 CFR Part 12, Subpart C*, “Uniform Administrative Requirements for Grants-in-Aid to State Governments.”
- (d) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
- (e) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

2. For Nonprofit Organizations, use the following:

OMB Circulars and other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-110*, as codified by *43 CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
- (b) *OMB Circular A-122*, “Cost Principles for Non-Profit Organizations.”
- (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”

GENERAL AND SPECIAL PROVISIONS

- (d) 43 *CFR Part 12, Subpart D*, “Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants).”
- (e) 43 *CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
- (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

3. **For Educational Institutions, use the following:**

OMB Circulars and Other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

- (a) *OMB Circular A-21*, “Cost Principles for Educational Institutions.”
- (b) *OMB Circular A-110*, as codified by 43 *CFR Part 12, Subpart F*, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.”
- (c) *OMB Circular A-133*, “Audits of States, Local Governments, and Non-Profit Organizations.”
- (d) 43 *CFR Part 12, Subpart D*, “Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants).”
- (e) 43 *CFR Part 12, Subpart E*, “Buy American Requirements for Assistance Programs.”
- (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions.”

GENERAL AND SPECIAL PROVISIONS

4. Use the following provisions for all partners:

- (a) **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- (b) **Lobbying Prohibition** - 18 *U.S.C. §1913*, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
- (c) **Anti-Deficiency Act** - 31 *U.S.C. §1341* – Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- (d) **Minority Business Enterprise Development** - *Executive Order 12432* - It is the national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR* §12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 *CFR* §12.76 for State and Local Governments.

GENERAL AND SPECIAL PROVISIONS

5. **Choose the applicable liability provisions from the following:**

ARTICLE VIII in each agreement will be the liability provision. This ARTICLE will describe specific liability and insurance requirements. All non-governmental entities must provide insurance. State and local governments are exempted from the insurance requirement except to the extent that work under the agreement is performed by non-governmental contractors. The amounts of insurance coverage may be adjusted up or down to reflect the degree of risk involved with the individual agreement.

- (a) Use this liability clause with **state or local governmental partners** :

The [Partner] agrees:

- (1) To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- (2) To provide workers' compensation protection to the Partner] officers, employees, and representatives.
- (3) To pay the United States the full value for all damage to the lands or other property of the United States caused by the [Partner], its officers, employees, or representatives.
- (4) In the event of damage to or destruction of the buildings and facilities assigned for the use of the [Partner] in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the [Partner] that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the [Partner], the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the [Partner] will constitute termination of this Agreement by the NPS.

GENERAL AND SPECIAL PROVISIONS

- (5) To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

[In the event the state or local government law prohibits the state or local government partner from indemnifying, use the following alternate language for this Paragraph (1).]

- (1) “To accept responsibility for any property damage, injury, or death caused by the acts or omissions of their employees or representatives, acting within the scope of their employment arising under this Agreement, to the fullest extent permitted by law.”

- (b) Use this liability clause with **non-profit, non-governmental partners** :

The [Partner] agrees:

- (1) To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the City, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- (2) To purchase public and employee’s liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured’s sole risk. Prior to beginning the work authorized herein, [Partner] shall provide the NPS with confirmation of such insurance coverage.

GENERAL AND SPECIAL PROVISIONS

- (3) To pay the United States the full value for all damage to the lands or other property of the United States caused by [Partner], its officers, employees, representatives [as in Paragraph (1)].
- (4) To provide workers' compensation protection to [Partner] officers, employees, and representative.
- (5) To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

[If Cooperator occupies Federal Government property, use the following:]

- (6) In the event of damage to or destruction of the buildings and facilities assigned for the use of [Partner] in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with NCC that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by [Partner], the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to [Partner] will constitute termination of this Agreement by the NPS.

****** As a general rule, the liability insurance coverage specified should be for one million dollars per person and three million dollars per incident. In some cases, the coverage amount may be less, depending on the risk factors involved.**

Consult your regional solicitor if questions exist regarding the amount of coverage. We do have leeway with respect to the amount of required liability insurance coverage. We should take into consideration the degree of risk and cost.

GENERAL AND SPECIAL PROVISIONS

- B. **Special Provisions** - The following advertising and endorsement provisions may be used for cooperative agreements, and others may be added as needed. Choose the appropriate set of provisions.
1. **Public Information - Use these provisions only with partners *other than* state and local governments. [Reference 43 CFR §12.2(d) (2).]**
 - (a) The [Partner] will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the [Partner] represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the [Partner] or considers the [Partner's] work product to be superior to other products or services.
 - (b) The [Partner] will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
 - (c) The [Partner] will obtain prior NPS approval from the regional public affairs office for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official, who will forward such materials to the public affairs office, along with the request for approval.
 - (d) The [Partner] agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

GENERAL AND SPECIAL PROVISIONS

2. **Publications of Results of Studies - Use this provision with all agreements.**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no Agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights In Data – Use this provision in agreements where copyrightable material may be produced by the cooperator requiring the cooperator to grant a license to the NPS.**

Grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction, or use by others, of all copyrightable material first produced or composed under this Agreement by the cooperator, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.

C. **Certifications** – The following form(s) are incorporated into this Agreement by reference. These certifications are required in accordance with the provisions of this Agreement:

1. DI-2010, “U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.”
2. Standard Form LLL, “Disclosure of Lobbying Activities.”

Important Note: Standard Form LLL is ONLY required for agreements over \$100,000 when a cooperator has lobbying activities to report.

GOVERNMENT PRINTING REGULATIONS

The Joint Committee on Printing controls all printing for Federal Government agencies. This applies to both procurement and assistance projects.

“Printing,” as defined in the Government Printing and Binding Regulations and in Public Law 102-392, does not include normal photocopying processes. However, the regulations require prior approval of any copying project exceeding 5,000 copies of any single page, or 25,000 total pages (a page is defined as one side of one page). All printing, regardless of cost, must be offered to the Government Printing Office, and waivers may be requested on a case-by-case basis to the appropriate Government Printing Office in your region.

A Note at 44 U.S.C. 501 codified several Public Laws which specifically addressed the use of appropriated funds for the procurement of printing and duplicating. The Note is reproduced below:

***“Government Publications: Printing; GPO Procurement; Executive Branch
Procurement of Certain Kinds of Printing: ‘Printing’ Defined***

- (1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- (2) As used in this section, the term ‘printing’ includes the processes of composition, plate making, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.”

The Government Printing and Binding Regulations at Paragraph 36-1 prohibit using grantees as “prime or substantial sources of printing for the use of departments and agencies.” However, Paragraph 36-2 allows “The issuance of grants by any department or agency for the support of non-government publications, provided such grants were issued pursuant to an authorization of law and were not made primarily or substantially for the purpose of having material printed for use of any department or agency.”

Government Printing and Binding Regulations does not provide any definitions for either “governmental uses” or “non-governmental publications.” These terms are interpreted as basically consistent with the distinction between “acquisition” and “assistance” in the Federal Grant and Cooperative Agreement Act of 1977. Therefore, if the intent of the transaction is to acquire printing services for the benefit of the NPS or to fulfill a NPS mission requirement, the printing should be performed through the Government Printing Office unless other exemptions or waivers apply. *(Discuss this with your regional printing coordinator.)*

GOVERNMENT PRINTING REGULATIONS

If a publication is simply one element of an approved assistance proposal initiated by a non-federal applicant, then it should be considered a “non-governmental publication” exempt from the general prohibition. Program managers should support this exemption claim in all assistance awards involving publications by these actions:

- A. Emphasize in the statement of work in the agreement that the initiative for the publication originated from the applicant and not the NPS.
- B. Limit NPS involvement in the preparation of the publication to the supplying of incidental materials such as photographs and to general reviews for scientific accuracy and consistency with NPS policies. The publication will not be subject to “formal approvals” by the NPS.
- C. In no case will the NPS be a distributor of the publication. It is permissible to obtain a small number of free copies for record purposes and internal distribution. As a “rule of thumb,” these should not exceed 10 percent of the total copies printed. Available distribution lists also may be offered to the recipient for use, if needed, but large numbers of specific addresses should not be mandated by the NPS.
- D. Always include a specific requirement that the NPS will have the right to make copies for Federal Government purposes and to obtain, upon request, all of the masters needed to reproduce the publication. A clause substantially like the following is recommended:

“Federal Government Rights to Products Developed Under This Agreement.

The Federal Government reserves the right to reproduce and disseminate, for its own purposes, any product(s) resulting from this Agreement. These products may include, but are not limited to, leaflets, booklets, video recordings, slide presentations, or posters. The recipient agrees, for a period of not to exceed three years after the completion date of this Agreement, to provide to the Federal Government at its request and at no cost, camera-ready copy of any printed material produced under this Agreement.”

- E. To comply with congressional desire for acknowledgement of federal assistance in project activities, require that a statement similar to the following (adapted from one appearing in the Department of the Interior Acquisition Regulation) be added to publications financed with assistance funds:

“This publication was funded entirely/in part [choose one] by the U.S. Department of the Interior, National Park Service, under Agreement Number _____.”

DOCUMENTATION FOR USE OF A COOPERATIVE AGREEMENT

- A.1. What type of competition is appropriate?
- A.2. Why was this cooperator selected?
- B.1. Explain the nature of the anticipated substantial involvement.
- B.2. Why is the substantial involvement considered to be necessary?
- C.1. Explain why the project or activity entails a relationship of assistance rather than a contract.
- C.2. What is the public purpose of support or stimulation?
- C.3. Which law or laws authorize granting of assistance for performance of this project or activity?
- D.1. How was the determination made that the costs proposed are accurate and proper?
Provide a breakdown of costs and rationale for determining they are acceptable.

Requested By:

Approved:

Key Official_____
Date_____
Contracting Officer_____
Date

* D.1. is for non-competitive agreements only.

CONFLICT OF INTEREST AND CONFIDENTIALITY CERTIFICATE

To:

(Name of Contracting Officer)

I certify that I have no actual or potential conflicts of interest with respect to review of proposals. I further certify that I am not aware of any matter which might reduce my ability to participate in the proposal evaluation proceedings and activities associated with solicitation number/project in an objective and unbiased manner or which might place me in a position of conflict, real or apparent, between my responsibilities as an evaluator or advisor and other interests.

In making this certification, I have considered all my stocks, bonds, other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have or am actually considering an employment arrangement, submits a proposal or otherwise becomes involved in the subject project, I will notify the Contracting Officer, and thereafter, based on advice to do so from the servicing ethics counselor, I will agree to not participate further in any way (i.e., by rendering advice, making recommendations, scoring proposals, or otherwise in the particular subject matter or project).

I further certify that I will keep all information concerning this evaluation confidential.

(Signature of Evaluator, Office Symbol, and Date)

THIS CERTIFICATION CONTAINS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

| PRE-AWARD | | | |
|--|-----|----|----------|
| | YES | NO | COMMENTS |
| 1. Do all key officials responsible for initiating and administering cooperative agreements have a copy of the <i>National Park Service Agreements Handbook</i> ? | | | |
| 2. Does the contracting officer and/or solicitor agree that this should be a cooperative agreement in lieu of a contract? Is solicitor review documented in the file? | | | |
| 3. Will competitive procedures be followed in the award of this agreement? If action is non-competitive, is there adequate justification in the file, including the appropriate statutory authority to support the non-competitive action? | | | |
| 4. Do all key officials have access to 43 CFR 12, appropriate OMB Circulars, and other regulations, and understand their duties with regard to the cooperative agreement process? | | | |
| 5. Do key officials who will be administering the agreement have the required 24 hours of training? | | | |
| 6. Is this agreement written in accordance with the handbook? | | | |
| 7. Has an appropriate PR been received with certification from a program official that funds are available for the project? | | | |
| 8. Have the recipient's past performance and eligibility for assistance been considered in the award process? | | | |
| 9. Is the recipient's financial management system adequate to maintain required fiscal records? | | | |
| 10. Are the recipient's requirements, if any, for government-furnished property addressed in the initial agreement? | | | |

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

| <i>PRE-AWARD continued</i> | | | |
|---|-----|----|----------|
| | YES | NO | COMMENTS |
| 11. Is the recipient's property management system adequate to maintain required accountability records? | | | |
| 12. Has the agreement been reviewed and approved by the solicitor's office? Is solicitor review documented in the file? | | | |
| 13. Are agreement files accessible and do they contain all necessary documentation? | | | |
| 14. Has notice of obligation been sent to AOC? (<i>Use Agreement Information Sheet, Attachment 4.16</i>). | | | |
| 15. | | | |
| 16. | | | |
| 17. | | | |

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

| <i>POST-AWARD</i> | | | |
|---|------------|-----------|-----------------|
| | YES | NO | COMMENTS |
| 1. Is federal involvement in funded projects supported and adequate assistance rendered to recipients? | | | |
| 2. Do procedures exist for monitoring recipient performance? | | | |
| 3. Are financial and performance report reviews accomplished by NPS key officials and the contracting officer in a timely manner? | | | |
| 4. Are outstanding advances of funds monitored to ensure funds are used in a timely manner? | | | |
| 5. Are recipient vouchers reviewed by the key official and approved by the contracting officer in a timely manner? | | | |
| 6. Do procedures exist for changing scope, duration, and/or budget of a cooperative agreement project? | | | |
| 7. Does the agreement require semi-annual property inventories of Government-furnished property, when applicable? | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |

COOPERATIVE AGREEMENT INTERNAL CHECKLIST

| <i>CLOSEOUT</i> | | | |
|---|------------|-----------|-----------------|
| | YES | NO | COMMENTS |
| 1. Is personal property purchased with federal funds disposed of in accordance with the terms of 43 CFR and appropriate OMB Circular? | | | |
| 2. Have all final financial, performance, property reports, and deliverables been received and accepted within ninety (90) days following completion of the project or program funded by the agreement? | | | |
| 3. Have timely audits been conducted in accordance with requirements of 43 CFR 12 and appropriate OMB Circulars? | | | |
| 4. Has a closeout modification been completed if necessary? | | | |
| 5. Has final payment been authorized? | | | |
| 6. Has an evaluation of the cooperator's performance been prepared by the key official for the official record? | | | |
| 7. Retention Period - Records on all agreements and modifications must be kept for a minimum of six years and three months after final closeout of the agreement. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

SAMPLE
DI-1961, FEDERAL ASSISTANCE AWARD DATA SYSTEM REPORTING FORM

DEPARTMENT OF THE INTERIOR

FEDERAL ASSISTANCE AWARD DATA SYSTEM REPORTING FORM

| | | | | |
|---|--|--|---|---|
| 1. CFDA NUMBER SEE CATALOG OR WEBSITE | | 2. STATE APPLICATION IDENTIFIER SAI EXEMPT | | |
| 3. RECIPIENT NAME UNIVERSITY OF MINNESOTA | | 4. RECIPIENT CITY CODE (Enter 5 digit code) 43000 | | |
| 5. RECIPIENT CITY NAME MINNEAPOLIS | 6. RECIPIENT COUNTY CODE (Enter 3 digit code) 053 | 7. RECIPIENT COUNTY NAME HENNEPIEN | | |
| 8. RECIPIENT STATE CODE (Enter 2 digit <u>numeric</u> code) 27 | | 9. RECIPIENT ZIP CODE 55415 | | |
| 10. PROJECT DESCRIPTION (NTE 149 characters, including spaces) VISITOR SURVEY | | | | |
| | | | | |
| 11. TYPE OF RECIPIENT 06 | | 12. TYPE OF ACTION A | 13. RECIPIENT CONGRESSIONAL DISTRICT 05 | |
| 14. FEDERAL AGENCY 1443 | | 15. FEDERAL AWARD IDENTIFIED NUMBER A. CORE NUMBER B. AMENDMENT NUMBER CA606799003 | | |
| 16. FEDERAL FUNDING SIGN (+ or -) \$ | 17. FEDERAL FUNDING AMOUNT \$25,000 | 18. NON-FEDERAL FUNDING SIGN (+ or -) \$ | 19. NON-FEDERAL FUNDING AMOUNT | 20. ACTION / OBLIGATION DATE 20001212 |
| 21. STARTING DATE 20001212 | 22. ENDING DATE 20011211 | 23. TYPE OF ASSISTANCE (Enter 2 digit code) 05 | | 24. RECORD TYPE 2 |
| 25. CORRECTION OR LATE INDICATOR | 26. FISCAL YEAR AND QUARTER OF CORRECTED OR LATE RECORD | 27. PRINCIPAL PLACE OF PERFORMANCE MINNEAPOLIS, MINNESOTA | | 28. RESERVE |

See <http://www.census.gov/govs/www/faads.html> for information on form completion.Form DI-1961
(October 1989)

INSTRUCTIONS FOR COMPLETING THE DI-1961

| Item Number | Directions |
|--|--|
| 1. Catalog Of Federal Domestic Assistance Number | <p>Enter the six-character number from the <i>Catalog of Federal Domestic Assistance</i> for the grant or program under which financial assistance is being provided. If a CFDA number is not assigned, a pseudo code should be used. The first two positions should be 15, the number agency prefix in the CFDA. The third position should be a decimal.</p> <p>The fourth, fifth, and sixth positions should be upper case alpha characters in sequence for each assistance award.</p> <p>The following alpha characters are assigned to the bureaus and offices:</p> <ul style="list-style-type: none"> A. National Park Service B. Bureau of Reclamation C. Bureau of Indian Affairs D. Bureau of Land Management E. Geological Survey F. U.S. Fish and Wildlife Service G. Office of Surface Mining Reclamation and Enforcement H. Bureau of Mines I. Office of the Secretary of the Interior J. Minerals Management Service K. National Biological Survey <p>For example, the proper sequence for assigning a pseudo code for an award made by the Bureau of Land Management would be: 15.DDD, 15.DDE, 15.DDF, 15.DDG...in sequence for each program or activity.</p> <p>For each pseudo code, the bureau must provide a program title and description.</p> |
| 2. State Application Identifier | <p>Enter the number assigned by a state clearinghouse. OMB has established a standard 13-character format for voluntary use in assigning SAI numbers. The entry should be left justified, space filled. SAI numbers must be reported for all awards under programs that the Department has determined are covered by Executive Order (E.O.) 12372. For awards under covered programs for which no SAI number was supplied to the Federal agency, "SAI NOT APPLICABLE" should be entered.</p> <p>For awards under programs not covered by the Department's E.O. 12372 Compliance, and SAI number must still be reported if supplied by the State review agency. Otherwise, the entry in this field should be "SAI EXEMPT."</p> |
| 3. Recipient Name | <p>Enter the name of the organization receiving the award of financial assistance. The name should identify the specific organizational element (sub-division) as well as the parent organization. Only these two organizational elements should be used, even though other organizational elements should be used, even though other organizational elements may exist in the intervening hierarchical structure of the organization.</p> <p>The first word of the recipient name should never be abbreviated. Abbreviations should be used only when the recipient name exceeds the field length, which is 45. When abbreviations are necessary, the following guidelines should be used.</p> <ul style="list-style-type: none"> A. Abbreviate from the right side of the name. B. Abbreviate only one word if possible. C. Abbreviate the most commonly used word. |
| 4. Recipient City Code | Enter the appropriate code for the city or township in which the recipient is located. The used should be the 5 character numeric FIPS code. |
| 5. Recipient City Name | Enter the specific name of the city or township in which the recipient is located. |
| 6. Recipient County Code | Enter the specific code for the county in which the recipient is located. The three-character numeric FIPS code must be used. |
| 7. Recipient County Name | Enter the specific name of the county in which the recipient is located. |
| 8. Recipient State Code | Enter the appropriate two-character numeric FIPS code for the state in which the recipient is located. If the recipient is in the District of Columbia or U.S. possession or territory, the appropriate code should also be entered here. |
| 9. Recipient Zip Code | Enter the 5 character numeric code from the U.S. Postal Services manual. |

INSTRUCTIONS FOR COMPLETING THE DI-1961

| | |
|--------------------------------------|---|
| 10. Project Description | <p>THIS DATE ELEMENT IS VERY IMPORTANT. Provide a brief description of the particular project being funded by the assistance award. Only using the CFDA title is not adequate since it does not allow the user to distinguish among other awards being made from the same CFDA program.</p> <p>Only the first 145 characters of the description will be recorded. Therefore, begin the description with the most relevant information and eliminate all information beyond 145 characters.</p> |
| 11. Type of Recipient | <p>Enter the numeric two-character code that depicts the recipient or borrower.</p> <p><u>Government codes</u></p> <p>00 = State government 01 = county government 02 = municipal or township government 04 = special district government 05 = independent school district 06 = state controlled institutions of higher education</p> <p><u>Nongovernment codes</u></p> <p>11 = Indian tribe 12 = nonprofit agency 20 = private higher education institution 21 = individual 22 = profit organization 23 = small business 25 = all other</p> |
| 12. Type of Action | <p>Enter the appropriate character representing the nature of the award transaction:</p> <p>A = new assistance award B = continuation (funding is a succeeding budget period which stemmed from a prior agreement to fund) C = revision (any change in the Federal Government's financial obligation or contingent liability from an existing obligation) D = funding adjustment to completed project</p> |
| 13. Recipient Congressional District | <p>Enter the two-position number code for the congressional district of the recipient. For a congressional district at large, enter a "00." For jurisdictions with nonvoting delegate, enter a "98."</p> <p>For jurisdictions with no representative, enter a "99."</p> <p>If a look-up table is being used to generate the congressional districts, and more than one district falls within the boundaries of the city, a code "90" should be used.</p> |
| 14. Federal Agency | <p>Enter the 4-character FIPS code for your bureau/office as indicated below:</p> <p>1401 Office of the Secretary 1409 Office of Territorial and International Affairs 1422 Bureau of Land Management 1425 Bureau of Reclamation 1432 Bureau of Mines 1434 Geological Survey 1435 Minerals Management Service 1438 Office of Surface Mining Reclamation & Enforcement 1443 National Park Service 1445 National Biological Survey 1448 U.S. Fish and Wildlife 1450 Bureau of Indian Affairs</p> |
| 15. Federal Award Identifier Number | <p>Enter the bureau's/office's internal award number which uniquely identifies the grant or award transaction. The entry should omit hyphens and other special characters. The number cannot exceed 16 characters.</p> |
| A. Core Number | <p>Only the core number for each award should be entered in this field, in accordance with each agency's internal code format.</p> |
| B. Modification Number | <p>Enter the bureau's/office's internal number which represents each modification to a grant or award of financial assistance as applicable. The entry cannot exceed 4 characters in length.</p> |
| 16. Federal Funding Sign | <p>If Funding amount is positive, no entry is necessary. If funding amount is negative (such as a decrease in the obligation), enter a minus (-) sign.</p> |

INSTRUCTIONS FOR COMPLETING THE DI-1961

| | |
|---|--|
| 17. Federal Funding Amount | Enter the dollar amount of the Federal Government's obligation or liability for each assistance award in whole dollars. |
| 18. Non Federal Funding Sign | If funding amount is positive, no entry is necessary. If funding amount is negative (such as for a decrease in obligation), enter a minus (-) sign. |
| 19. Nonfederal Funding Amount | Enter the dollar amount of the funds supplied by the recipient or recipient's parent government, in order to meet the total cost of the project being funded. The numeric entry should be in whole dollars. This amount should reflect total amount of non-federal funds. |
| 20. Action/Obligation Date | Enter date (year, month and day) funds were obligated or committed for this action. The numeric entry should be in the form of yymmdd. For county aggregate records, action date must be the last day of the quarter. |
| 21. Starting Date | Enter the year, month, and day that funds become/became available for actual beginning of the project. The numeric entry should be in the form of yymmdd. |
| 22. Ending Date | Provide the year, month, and day of scheduled completion date of the project or activity related to the action. The numeric entry should be in the form of yymmdd. |
| 23. Type of Assistance | Enter the appropriate two-digit code depicting the type of grant or financial assistance. The letter in parenthesis is the CFDA assistance type. 02 = block grant (A) 03 = formula grant (A) 04 = project grant (B) 05 = cooperative agreement (B) 06 = direct payment for specified use, such as a subsidy or other nonreimbursable direct financial assistance (C) 07 = direct loan (E) 08 = guaranteed/insured loan (F) 09 = insurance (G) 10 = direct payment with unrestricted use (retirement pension, veterans benefits, etc. (D) 11 = other reimbursable contingent, intangible or indirect financial assistance |
| 24. Record Type | Enter a numeric "1" for county aggregate reporting or a numeric "2" for individual action reporting. |
| 25. Correction or Late Indicator | Enter the appropriate code indicating that the award transaction being reported is either a correction (alpha character "C"), or a late record that was omitted from previous quarter's submission (alpha character L). For a current financial assistance award, this field must be blank. C = correction to award transaction reported in previous quarter's submission L = later reporting of a record which was omitted from a previous quarter's submission Leave Blank = current financial assistance award |
| 26. Fiscal Year and Quarter of Corrected or Late Record | Enter the appropriate numeric designation of the federal fiscal year and quarter to which the correction applies, or in which the record should have been submitted. The entry should be in the format of yyq with yy representing the abbreviated federal fiscal year ('93, '94, etc.) and q the quarter (1-4) of the fiscal year. DO not report late/corrected records that are more than two years old. |
| 27. Principal Place of Performance | Enter the location project being funded. Beneath the name, provide a seven-character code as follow: a. The State, District of Columbia, or territory should be entered in the first two positions. The two-character numeric FIPS code should be used. For multi-state projects, a "00" should be entered, in which case the remaining positions should contain asterisks (*). b. If the principal place of performance is in a particular city, township, or place, including Indian reservations, the five-character numeric FIPS code should be entered in positions three through seven. (The GSA place code should not be used here). c. If the principal place of performance is a particular county (or in more than one county), enter the three-character numeric FIPS code for the county of principal performance in positions five, six and seven, preceded by two asterisks (*) in positions three and four. d. For pass-through grants or other statewide projects, the state should be designated in the first two positions, with the remainder of the field containing asterisks (*). e. For awards to domestic recipient's where the final place of performance is in a foreign country, the place of performance will be two zeros followed by FORGN (00FORGN). An example of the use of this code is in educational grant to a U.S. student who will be studying/researching at a foreign university. Awards to recipients located outside of the county (such as grants to foreign governments) continue to be excluded from FAADS coverage. |
| 28. Reserve | This field should be left blank, unless otherwise directed for an agency by the Census Bureau. NOTE: If occasions occurred where after the ending date an audit is conducted and a change in the dollar amount results, the ending and action date should both be changed to reflect the day the change was made. In addition, Item #12 should indicate that the dollar change is because of the findings of the program audit conducted. |

STANDARD FORMS

The following forms are attached. The forms also can be downloaded in pdf format from the websites listed. (Headers and page numbers presently are not included, but will be included in the final version of this handbook.)

DI-1961, one page http://www.doi.gov/oirm/formsmgt/fm_forms.html
DI-2010, three pages

SF-269, two pages <http://www.whitehouse.gov/OMB/grants/index.html#forms>
SF-269A, two pages
SF-270, two pages
SF-271, two pages
SF-272, two pages
SF-272A, one page
SF-424, two pages
SF-424A, four pages
SF-424B, two pages
SF-424C, two pages
SF-424D, two pages
SF-LLL, four pages

AGREEMENT INFORMATION SHEET

Agreement Number: _____

Check One: New Agreement _____ Task Agreement _____ Modification _____

Project Title: _____

(Maximum 60 Characters)

Description of Deliverable (This block only needs to be filled out if a formal Agreement is not negotiated.) _____

Agreement Start Date: _____ Agreement End Date: _____

Cooperator Name, Address, Telephone Number, and E-Mail, including contact person: _____

BILLING INFORMATION FOR COOPERATOR TO BILL NPSBilling Cycle: Monthly _____ Quarterly _____ Semiannually _____
(Check One) Annually _____ Other _____Advance of Funds: Yes _____ No _____
Method of Billing: SF-270 _____ Bill For Collection _____

Taxpayer Identification Number (TIN): _____

Address to Send Bills: _____

(If Different from Above) _____

Contact Person, E-Mail, and Telephone Number _____

BILLING INFORMATION FOR NPS TO BILL COOPERATOR

Billings to be mailed by (Check One): AOC _____ Park _____ Region _____

References: _____ / _____

Their Account Number

Their Document Number

Reimbursable Amount Not to Exceed*: _____

*Advance payment is required.

Modification Amount: _____

Total Reimbursable Amount, including Modifications, Not To Exceed: _____

Amounts Above Include Overhead Charge of: _____

TO BE COMPLETED BY REGIONAL FINANCE OFFICE

Account Number: _____ Customer No: _____

Fund Code: _____ Activity Code: _____ BFY: _____

Account Number for Overhead Charges (If Different): _____

Park/Region Point of Contact: _____

PSEUDO CODES USED BY THE NATIONAL PARK SERVICE

| | |
|-----------------|---|
| 15.AAD | Grants to US/ICOMOS, International Council on Monuments and Sites |
| 15.AAE | Disaster Relief |
| 15.AAG | Heritage Preservation, Inc. |
| 15.AAH | LWCF Grant for Battlefield Land Acquisition |
| 15.AAI | Save America's Treasure |
| 15.AAJ | National Preservation Conference |
| 15.AAK – 15.AAZ | (Used by the Pacific West Region) |
| 15.ABA | (Used by the Pacific West Region) |
| 15.ABB | Research |
| 15.ABC | Training |
| 15.ABD | Education |
| 15.ABE | Rivers & Trails |
| 15.ABF | Historic Preservation (for NPS-owned property) |
| 15.ABG | Historic Sites (for property not necessarily on NPS land) |
| 15.ABH | Archeology |
| 15.ABI | Scientific Studies |
| 15.ABJ | Youth Programs |
| 15.ABK | Fire |
| 15.ABL | Conservation |
| 15.ABM | Safety/Security |
| 15.ABN | Natural Resources |
| 15.ABO | Cultural Resources |
| 15.ABP | Outdoor Recreation |
| 15.DAX | For Wildfire use – (Multi-Agency) |

DEPARTMENT OF THE INTERIOR

FEDERAL ASSISTANCE AWARD DATA SYSTEM REPORTING FORM

| | | | |
|--|--|--|--|
| 1. CFDA NUMBER | | 2. STATE APPLICATION IDENTIFIER SAI EXEMPT | |
| 3. RECIPIENT NAME | | 4. RECIPIENT CITY CODE (Enter 5 digit code) | |
| 5. RECIPIENT CITY NAME | 6. RECIPIENT COUNTY CODE (Enter 3 digit code) | 7. RECIPIENT COUNTY NAME | |
| 8. RECIPIENT STATE CODE (Enter 2 digit <u>numeric</u> code) | | 9. RECIPIENT ZIP CODE | |
| 10. PROJECT DESCRIPTION (NTE 149 characters, including spaces) | | | |

| | | | | | |
|--------------------------------------|---|--|--------------------------------------|---|--|
| 11. TYPE OF RECIPIENT | | 12. TYPE OF ACTION | | 13. RECIPIENT CONGRESSIONAL DISTRICT | |
| 14. FEDERAL AGENCY | | 15. FEDERAL AWARD IDENTIFIER NUMBER A. CORE NUMBER B. AMENDMENT NUMBER | | | |
| 16. FEDERAL FUNDING SIGN (+ or -) | 17. FEDERAL FUNDING AMOUNT | 18. NON-FEDERAL FUNDING SIGN (+ or -) | 19. NON-FEDERAL FUNDING AMOUNT | 20. ACTION/ OBLIGATION DATE | |
| \$ | \$ | \$ | | | |
| 21. STARTING DATE | 22. ENDING DATE | 23. TYPE OF ASSISTANCE (Enter 2 digit code) | | 24. RECORD TYPE | |
| 25. CORRECTION OR LATE INDICATOR | 26. FISCAL YEAR AND QUARTER OF CORRECTED OR LATE RECORD | 27. PRINCIPAL PLACE OF PERFORMANCE | | 28. RESERVE | |

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK _____ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK _____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

*CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK ___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

FINANCIAL STATUS REPORT

(Long Form)

(Follow instructions on the back)

| | | | | | | | |
|---|---|--|-----------------|---|---|--|--|
| 1. Federal Agency and Organizational Element to Which Report is Submitted | | 2. Federal Grant or Other Identifying Number Assigned By Federal Agency | | OMB Approval No. 0348-0039 | | Page of pages | |
| 3. Recipient Organization (Name and complete address, including ZIP code) | | | | | | | |
| 4. Employer Identification Number | | 5. Recipient Account Number or Identifying Number | | 6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No | | 7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual | |
| 8. Funding/Grant Period (See instructions) From: (Month, Day, Year) | | To: (Month, Day, Year) | | 9. Period Covered by this Report From: (Month, Day, Year) | | To: (Month, Day, Year) | |
| 10. Transactions: | | | | I Previously Reported | I This Period | III Cumulative | |
| a. Total outlays | | | | | | | |
| b. Refunds, rebates, etc. | | | | | | | |
| c. Program income used in accordance with the deduction alternative | | | | | | | |
| d. Net outlays (Line a, less the sum of lines b and c) | | | | | | | |
| Recipient's share of net outlays, consisting of: | | | | | | | |
| e. Third party (in-kind) contributions | | | | | | | |
| f. Other Federal awards authorized to be used to match this award | | | | | | | |
| g. Program income used in accordance with the matching or cost sharing alternative | | | | | | | |
| h. All other recipient outlays not shown on lines e, f or g | | | | | | | |
| i. Total recipient share of net outlays (Sum of lines e, f, g and h) | | | | | | | |
| j. Federal share of net outlays (line d less line i) | | | | | | | |
| k. Total unliquidated obligations | | | | | | | |
| l. Recipient's share of unliquidated obligations | | | | | | | |
| m. Federal share of unliquidated obligations | | | | | | | |
| n. Total Federal share (sum of lines j and m) | | | | | | | |
| o. Total Federal funds authorized for this funding period | | | | | | | |
| p. Unobligated balance of Federal funds (Line o minus line n) | | | | | | | |
| Program income, consisting of: | | | | | | | |
| q. Disbursed program income shown on lines c and/or g above | | | | | | | |
| r. Disbursed program income using the addition alternative | | | | | | | |
| s. Undisbursed program income | | | | | | | |
| t. Total program income realized (Sum of lines q, r and s) | | | | | | | |
| 11. Indirect Expense | a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed | | | | | | |
| | b. Rate | c. Base | d. Total Amount | | e. Federal Share | | |
| 12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation. | | | | | | | |
| 13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents. | | | | | | | |
| Typed or Printed Name and Title | | | | | Telephone (Area code, number and extension) | | |
| Signature of Authorized Certifying Official | | | | | Date Report Submitted | | |

FINANCIAL STATUS REPORT
(Long Form)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0039), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award (e.g., how to calculate the Federal share, the permissible uses of program income, the value of in-kind contributions, etc.). You may also contact the Federal agency directly.

| Item | Entry | Item | Entry |
|-------------|---|-------|--|
| 1, 2 and 3. | Self-explanatory. | 10b. | Enter any receipts related to outlays reported on the form that are being treated as a reduction of expenditure rather than income, and were not already netted out of the amount shown as outlays on line 10a. |
| 4. | Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service. | 10c. | Enter the amount of program income that was used in accordance with the deduction alternative. |
| 5. | Space reserved for an account number or other identifying number assigned by the recipient. | Note: | Program income used in accordance with other alternatives is entered on lines q, r, and s. Recipients reporting on a cash basis should enter the amount of cash income received; on an accrual basis, enter the program income earned. Program income may or may not have been included in an application budget and/or a budget on the award document. If actual income is from a different source or is significantly different in amount, attach an explanation or use the remarks section. |
| 6. | Check yes only if this is the last report for the period shown in item 8. | 10d, | e, f, g, h, i and j. Self-explanatory. |
| 7. | Self-explanatory. | 10k. | Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors. |
| 8. | Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period." | | Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded. |
| 9. | Self-explanatory. | | Do not include any amounts on line 10k that have been included on lines 10a and 10j. |
| 10. | The purpose of columns, I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report <i>in the same funding period</i> . If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation. | | On the final report, line 10k must be zero. |
| 10a. | Enter total gross program outlays. Include disbursements of cash realized as program income if that income will also be shown on lines 10c or 10g. Do not include program income that will be shown on lines 10r or 10s. | 10l. | Self-explanatory. |
| | For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments. | 10m. | On the final report, line 10m must also be zero. |
| | | 10n, | o, p, q, r, s and t. Self-explanatory. |
| | | 11a. | Self-explanatory. |
| | | 11b. | Enter the indirect cost rate in effect during the reporting period. |
| | | 11c. | Enter the amount of the base against which the rate was applied. |
| | | 11d. | Enter the total amount of indirect costs charged during the report period. |
| | | 11e. | Enter the Federal share of the amount in 11d. |
| | | Note: | If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date. |

FINANCIAL STATUS REPORT

(Short Form)

(Follow instructions on the back)

| | | | | | |
|---|--|---|---|---|--|
| 1. Federal Agency and Organizational Element to Which Report is Submitted | | 2. Federal Grant or Other Identifying Number Assigned By Federal Agency | | OMB Approval No. 0348-0038 | Page of pages |
| 3. Recipient Organization (Name and complete address, including ZIP code) | | | | | |
| 4. Employer Identification Number | | 5. Recipient Account Number or Identifying Number | | 6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No | 7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual |
| 8. Funding/Grant Period (See instructions) From: (Month, Day, Year) | | To: (Month, Day, Year) | | 9. Period Covered by this Report From: (Month, Day, Year) To: (Month, Day, Year) | |
| 10. Transactions: | | I Previously Reported | II This Period | III Cumulative | |
| a. Total outlays | | | | | |
| b. Recipient share of outlays | | | | | |
| c. Federal share of outlays | | | | | |
| d. Total unliquidated obligations | | | | | |
| e. Recipient share of unliquidated obligations | | | | | |
| f. Federal share of unliquidated obligations | | | | | |
| g. Total Federal share(Sum of lines c and f) | | | | | |
| h. Total Federal funds authorized for this funding period | | | | | |
| i. Unobligated balance of Federal funds(Line h minus line g) | | | | | |
| 11. Indirect Expense | a. Type of Rate(Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed | | | | |
| | b. Rate | c. Base | d. Total Amount | e. Federal Share | |
| 12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation. | | | | | |
| 13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents. | | | | | |
| Typed or Printed Name and Title | | | Telephone (Area code, number and extension) | | |
| Signature of Authorized Certifying Official | | | Date Report Submitted | | |

FINANCIAL STATUS REPORT

(Short Form)

Public reporting burden for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0038), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award. You may also contact the Federal agency directly.

| Item | Entry | Item | Entry |
|-------------|---|-------|---|
| 1, 2 and 3. | Self-explanatory. | | |
| 4. | Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service. | | |
| 5. | Space reserved for an account number or other identifying number assigned by the recipient. | | |
| 6. | Check <i>yes</i> only if this is the last report for the period shown in item 8. | 10b. | Self-explanatory. |
| 7. | Self-explanatory. | 10c. | Self-explanatory. |
| 8. | Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period." | 10d. | Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded. Do not include any amounts on line 10d that have been included on lines 10a, b, or c. On the final report, line 10d must be zero. |
| 9. | Self-explanatory. | 10e. | f, g, h, h and i. Self-explanatory. |
| 10. | The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in <i>the same funding period</i> . If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation. | 11a. | Self-explanatory. |
| 10a. | Enter total program outlays less any rebates, refunds, or other credits. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, | 11b. | Enter the indirect cost rate in effect during the reporting period. |
| | | 11c. | Enter the amount of the base against which the rate was applied. |
| | | 11d. | Enter the total amount of indirect costs charged during the report period. |
| | | 11e. | Enter the Federal share of the amount in 11d. |
| | | Note: | If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date. |

| | | | | | |
|---|---|---|--|---|-------|
| REQUEST FOR ADVANCE OR REIMBURSEMENT <i>(See instructions on back)</i> | | OMB APPROVAL NO. | | PAGE | OF |
| | | 0348-0004 | | | PAGES |
| | | 1. TYPE OF PAYMENT REQUESTED | a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSE- MENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL | 2. BASIS OF REQUEST | |
| | | | | <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL | |
| 3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED | | 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY | | 5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST | |
| 6. EMPLOYER IDENTIFICATION NUMBER | 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER | 8. PERIOD COVERED BY THIS REQUEST | | | |
| | | FROM (month, day, year) | | TO (month, day, year) | |
| 9. RECIPIENT ORGANIZATION | | 10. PAYEE (Where check is to be sent if different than item 9) | | | |
| Name: Number and Street: City, State and ZIP Code: | | Name: Number and Street: City, State and ZIP Code: | | | |
| 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED | | | | | |
| PROGRAMS/FUNCTIONS/ACTIVITIES ► | (a) | (b) | (c) | TOTAL | |
| a. Total program outlays to date (As of date) | \$ | \$ | \$ | \$ | |
| b. Less: Cumulative program income | | | | | |
| c. Net program outlays (Line a minus line b) | | | | | |
| d. Estimated net cash outlays for advance period | | | | | |
| e. Total (Sum of lines c & d) | | | | | |
| f. Non-Federal share of amount on line e | | | | | |
| g. Federal share of amount on line e | | | | | |
| h. Federal payments previously requested | | | | | |
| i. Federal share now requested (Line g minus line h) | | | | | |
| j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances | 1st month | | | | |
| | 2nd month | | | | |
| | 3rd month | | | | |
| 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY | | | | | |
| a. Estimated Federal cash outlays that will be made during period covered by the advance | | | | \$ | |
| b. Less: Estimated balance of Federal cash on hand as of beginning of advance period | | | | | |
| c. Amount requested (Line a minus line b) | | | | \$ | |

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST
SUBMITTED

TYPED OR PRINTED NAME AND TITLE

TELEPHONE (AREA
CODE, NUMBER,
EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

| <i>Item</i> | <i>Entry</i> | <i>Item</i> | <i>Entry</i> |
|---|--|-------------|---|
| 2 | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. | | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 4 | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. | 11a | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 6 | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. | 11b | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. | 11d | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 8 | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. | 13 | Complete the certification before submitting this request. |
| Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports. | | | |
| 11 | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or | | |

| | | | | | |
|---|---|--|-----|---|--|
| OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS <i>(See instructions on back)</i> | | OMB APPROVAL NO. 0348-0002 | | PAGE _____ OF _____ PAGES | |
| | | 1. TYPE OF REQUEST <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL | | 2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL | |
| 3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED | | 4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY | | 5. PARTIAL PAYMENT REQUEST NO. | |
| 6. EMPLOYER IDENTIFICATION NUMBER | 7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER | PERIOD COVERED BY THIS REQUEST | | | |
| | | FROM (Month, day, year) | | TO (Month, day, year) | |
| 9. RECIPIENT ORGANIZATION <i>Name:</i> <i>No. and Street:</i> <i>City, State and ZIP Code:</i> | | 10. PAYEE (Where check is to be sent if different than item 9) <i>Name:</i> <i>No. and Street:</i> <i>City, State and ZIP Code:</i> | | | |
| 11. STATUS OF FUNDS | | | | | |
| CLASSIFICATION | PROGRAMS -- FUNCTIONS -- ACTIVITIES | | | TOTAL | |
| | (a) | (b) | (c) | | |
| a. Administrative expense | \$ | \$ | \$ | \$ | |
| b. Preliminary expense | | | | | |
| c. Land, structures, right-of-way | | | | | |
| d. Architectural engineering basic fees | | | | | |
| e. Other architectural engineering fee | | | | | |
| f. Project inspection fees | | | | | |
| g. Land development | | | | | |
| h. Relocation expense | | | | | |
| i. Relocation payments to individuals and businesses | | | | | |
| j. Demolition and removal | | | | | |
| k. Construction and project improvement cost | | | | | |
| l. Equipment | | | | | |
| m. Miscellaneous cost | | | | | |
| n. Total cumulative to date(sum of lines a thru m) | | | | | |
| o. Deductions for program income | | | | | |
| p. Net cumulative to date (line n minus line o) | | | | | |
| q. Federal share to date | | | | | |
| r. Rehabilitation grants (100% reimbursement) | | | | | |
| s. Total Federal share (sum of lines q and r) | | | | | |
| t. Federal payments previously requested | | | | | |
| u. Amount requested for reimbursement | \$ | \$ | \$ | \$ | |
| v. Percentage of physical completion of project | % | % | % | % | |
| 12. CERTIFICATION I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award. | a. RECIPIENT | SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | | DATE REPORT SUBMITTED | |
| | | TYPED OR PRINTED NAME AND TITLE | | TELEPHONE (Area code, number, and extension) | |
| | b. REPRESENTATIVE CERTIFYING TO LINE 11V | SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | | DATE SIGNED | |
| | | TYPED OR PRINTED NAME AND TITLE | | TELEPHONE (Area code, number, and extension) | |

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. Items 3, 4, 5, 8, 9, 10, 11s and 11v are self explanatory; specific instructions for other items are as follows:

| Item | Entry | Item | Entry |
|------|--|------|---|
| 1 | Mark the appropriate box. If the request is final, the amounts billed should represent the final cost of the project. | 11j | Enter gross salaries and wages of employees of the recipient and payments to third party contractors directly engaged in performing demolition or removal of structures from developed land. All proceeds from the sale of salvage or the removal of structures should be credited to this account; thereby reflecting net amounts if required by the Federal agency. |
| 2 | Show whether amounts are computed on an accrued expenditure or cash disbursement basis. | 11k | Enter those amounts associated with the actual construction of, addition to, or restoration of a facility. Also, include in this category, the amounts for project improvements such as sewers, streets, landscaping, and lighting. |
| 6 | Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or FICE (institution) code if requested by the Federal agency. | 11l | Enter amounts for all equipment, both fixed and movable, exclusive of equipment used for construction. For example, permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment. |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. | 11m | Enter the amounts of all items not specifically mentioned above. |
| 11 | The purpose of vertical columns (a) through (c) is to provide space for separate cost breakdowns when a large project has been planned and budgeted by program, function or activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. All amounts are reported on a cumulative basis. | 11n | Enter the total cumulative amount to date which should be the sum of lines a through m. |
| 11a | Enter amounts expended for such items as travel, legal fees, rental of vehicles and any other administrative expenses. Include the amount of interest expense when authorized by program legislation. Also show the amount of interest expense on a separate sheet. | 11o | Enter the total amount of program income applied to the grant or contract agreement except income included on line j. Identify on a separate sheet of paper the sources and types of the income. |
| 11b | Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction. | 11p | Enter the net cumulative amount to date which should be the amount shown on line n minus the amount on line o. |
| 11c | Enter all amounts directly associated with the acquisition of land, existing structures and related right-of-way. | 11q | Enter the Federal share of the amount shown on line p. |
| 11d | Enter basic fees for services of architectural engineers. | 11r | Enter the amount of rehabilitation grant payments made to individuals when program legislation provides 100 percent payment by the Federal agency. |
| 11e | Enter other architectural engineering services. Do not include any amounts shown on line d. | 11t | Enter the total amount of Federal payments previously requested, if this form is used for requesting reimbursement. |
| 11f | Enter inspection and audit fees of construction and related programs. | 11u | Enter the amount now being requested for reimbursement. This amount should be the difference between the amounts shown on lines s and t. If different, explain on a separate sheet. |
| 11g | Enter all amounts associated with the development of land where the primary purpose of the grant is land improvement. The amount pertaining to land development normally associated with major construction should be excluded from this category and entered on line k. | 12a | To be completed by the official recipient official who is responsible for the operation of the program. The date should be the actual date the form is submitted to the Federal agency. |
| 11h | Enter the dollar amounts used to provide relocation advisory assistance and net costs of replacement housing (last resort). Do not include amounts needed for relocation administrative expenses; these amounts should be included in amounts shown on line a. | 12b | To be completed by the official representative who is certifying to the percent of project completion as provided for in the terms of the grant or agreement. |
| 11i | Enter the amount of relocation payments made by the recipient to displaced persons, farms, business concerns, and nonprofit organizations. | | |

| | | | |
|--|--|---|--|
| <h2 style="margin: 0;">FEDERAL CASH TRANSACTIONS REPORT</h2> <p style="margin: 5px 0;"><i>(See instructions on the back. If report is for more than one grant or assistance agreement, attach completed Standard Form 272A.)</i></p> | | OMB APPROVAL NO. 0348-0003 | |
| 2. RECIPIENT ORGANIZATION Name: Number and Street: City, State and ZIP Code: | | 1. Federal sponsoring agency and organizational element to which this report is submitted | |
| | | 4. Federal grant or other identification number | |
| | | 5. Recipient's account number or identifying number | |
| | | 6. Letter of credit number | |
| | | 7. Last payment voucher number | |
| | | Give total number for this period | |
| | | 8. Payment Vouchers credited to your account | |
| | | 9. Treasury checks received <i>(whether or not deposited)</i> | |
| | | 10. PERIOD COVERED BY THIS REPORT | |
| 3. FEDERAL EMPLOYER IDENTIFICATION NO. | | FROM <i>(month, day, year)</i> | |
| 11. STATUS OF FEDERAL CASH <i>(See specific instructions on the back)</i> | | TO <i>(month, day, year)</i> | |
| | | a. Cash on hand beginning of reporting period | |
| | | b. Letter of credit withdrawals | |
| | | c. Treasury check payments | |
| | | d. Total receipts <i>(Sum of lines b and c)</i> | |
| | | e. Total cash available <i>(Sum of lines a and d)</i> | |
| | | f. Gross disbursements | |
| | | g. Federal share of program income | |
| | | h. Net disbursements <i>(Line f minus line g)</i> | |
| | | i. Adjustments of prior periods | |
| j. Cash on hand end of period | | | |
| 12. THE AMOUNT SHOWN ON LINE 11j, ABOVE, REPRESENTS CASH REQUIREMENTS FOR THE ENSUING Days | | 13. OTHER INFORMATION | |
| | | a. Interest income | |
| | | b. Advances to subgrantees or subcontractors | |
| 14. REMARKS <i>(Attach additional sheets of plain paper, if more space is required)</i> | | | |

| | | | |
|---|-------------------|--|--|
| 15. CERIFICATION | | | |
| I certify to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the grant or agreement. | AUTHORIZED | SIGNATURE | DATE REPORT SUBMITTED |
| | CERTIFYING | TYPED OR PRINTED NAME AND TITLE | TELEPHONE <i>(Area Code, Number, Extension)</i> |
| | OFFICIAL | | |

THIS SPACE FOR AGENCY USE

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 120 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0003), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. Items 1, 2, 8, 9, 10, 11d, 11e, 11h, and 15 are self explanatory, specific instructions for other items are as follows:

| <i>Item</i> | <i>Entry</i> | <i>Item</i> | <i>Entry</i> |
|-------------|---|-------------|--|
| 3 | Enter Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or the FICE (institution) code. | | benefits if treated as a direct cost, interdepartmental charges for supplies and services, and the amount to which the recipient is entitled for indirect costs. |
| 4 | If this report covers more than one grant or other agreement, leave items 4 and 5 blank and provide the information on Standard Form 272A, Report of Federal Cash Transactions - Continued. Enter Federal grant number, agreement number, or other identifying numbers if requested by sponsoring agency. | 11g | Enter the Federal share of program income that was required to be used on the project or program by the terms of the grant or agreement. |
| 5 | This space reserved for an account number or other identifying number that may be assigned by the recipient. | 11i | Enter the amount of all adjustments pertaining to prior periods affecting the ending balance that have not been included in any lines above. Identify each grant or agreement for which adjustment was made, and enter an explanation for each adjustment under "Remarks." Use plain sheets of paper if additional space is required. |
| 6 | Enter the letter of credit number that applies to this report. If all advances were made by Treasury check, enter "NA" for not applicable and leave items 7 and 8 blank. | 11j | Enter the total amount of Federal cash on hand at the end of the reporting period. This amount should include all funds on deposit, imprest funds, and undeposited funds (line e, less line h, plus or minus line i). |
| 7 | Enter the voucher number of the last letter-of-credit payment voucher (Form TUS 5401) that was credited to your account. | 12 | Enter the estimated number of days until the cash on hand, shown on line 11j, will be expended. If more than three days cash requirements are on hand, provide an explanation under "Remarks" as to why the drawdown was made prematurely, or other reasons for the excess cash. The requirement for the explanation does not apply to prescheduled or automatic advances. |
| 11a | Enter the total amount of Federal cash on hand at the beginning of the reporting period including all of the Federal funds on deposit, imprest funds, and undeposited Treasury checks. | 13a | Enter the amount of interest earned on advances of Federal funds but not remitted to the Federal agency. If this includes any amount earned and not remitted to the Federal sponsoring agency for over 60 days, explain under "Remarks." Do not report interest earned on advances to States. |
| 11b | Enter total amount of Federal funds received through payment vouchers (Form TUS 5401) that were credited to your account during the reporting period. | 13b | Enter the amount of advance to secondary recipients included in item 11h. |
| 11c | Enter the total amount of all Federal funds received during the reporting period through Treasury checks, whether or not deposited. | 14 | In addition to providing explanations as required above, give additional explanation deemed necessary by the recipient and for information required by the Federal sponsoring agency in compliance with governing legislation. Use plain sheets of paper if additional space is required. |
| 11f | Enter the total Federal cash disbursements, made during the reporting period, including cash received as program income. Disbursements as used here also include the amount of advances and payments less refunds to subgrantees or contractors; the gross amount of direct salaries and wages, including the employee's share of | | |

| | | | | |
|--|--|---|----|--|
| <div>FEDERAL CASH TRANSACTIONS REPORT</div> <div>CONTINUATION</div> <div>(This form is completed and attached to Standard Form 272 only when reporting more than one grant or assistance agreement.)</div> | | <div>OMB APPROVAL No. 0348-0003</div> <div>1. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED</div> | | |
| <div>2. RECIPIENT ORGANIZATION (Give name only as shown in item 2, SF-272)</div> | | <div>3. PERIOD COVERED BY THIS REPORT (As shown on SF-272)</div> <div>FROM (month, day, year)</div> <div>TO (month, day, year)</div> | | |
| <div>4. List information below for each grant or other agreement covered by this report. Use additional forms if more space is required.</div> | | | | |
| <div>FEDERAL GRANT OR OTHER IDENTIFICATION NUMBER</div> <div>(Show a subdivision by other identifying numbers if required by the Federal Sponsoring Agency)</div> <div>(a)</div> | <div>RECIPIENT ACCOUNT NUMBER OR OTHER IDENTIFYING NUMBER</div> <div>(b)</div> | <div>FEDERAL SHARE OF NET DISBURSEMENTS</div> <div>NET DISBURSEMENTS (Gross disbursements less program income received) FOR REPORTING PERIOD</div> <div>(c)</div> | | <div>CUMULATIVE NET DISBURSEMENTS</div> <div>(d)</div> |
| | | \$ | \$ | |
| | | \$ | \$ | |
| <div>5. TOTALS (Should correspond with amounts shown on SF 272 as follows: column (c) the same as line 11h; column (d) the sum of lines 11h and 11i of the SF-272 and cumulative disbursements shown on last report. Attach explanation of any differences.)</div> | | \$ | \$ | |

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

| | | | | | |
|--|--|---|--|------------------------------|--|
| 1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction | | 2. DATE SUBMITTED | | Applicant Identifier | |
| | | 3. DATE RECEIVED BY STATE | | State Application Identifier | |
| Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction | | 4. DATE RECEIVED BY FEDERAL AGENCY | | Federal Identifier | |

5. APPLICANT INFORMATION

| | |
|---|--|
| Legal Name: | Organizational Unit: |
| Address (give city, county, State, and zip code): | Name and telephone number of person to be contacted on matters involving this application (give area code) |

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

7. TYPE OF APPLICANT: (enter appropriate letter in box)

| | |
|---------------------|--|
| A. State | H. Independent School Dist. |
| B. County | I. State Controlled Institution of Higher Learning |
| C. Municipal | J. Private University |
| D. Township | K. Indian Tribe |
| E. Interstate | L. Individual |
| F. Intermunicipal | M. Profit Organization |
| G. Special District | N. Other (Specify) _____ |

8. TYPE OF APPLICATION:

☐ New
 ☐ Continuation
 ☐ Revision

If Revision, enter appropriate letter(s) in box(es)

A. Increase Award

B. Decrease Award

C. Increase Duration

D. Decrease Duration

Other(specify):

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

TITLE:

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):

| | | | |
|-----------------------------|-------------|--|------------|
| 13. PROPOSED PROJECT | | 14. CONGRESSIONAL DISTRICTS OF: | |
| Start Date | Ending Date | a. Applicant | b. Project |

| | | | |
|-------------------------------|----|--|--|
| 15. ESTIMATED FUNDING: | | 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? | |
| a. Federal | \$ | a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW | |
| b. Applicant | \$ | | |
| c. State | \$ | | |
| d. Local | \$ | | |
| e. Other | \$ | | |
| f. Program Income | \$ | | |
| g. TOTAL | \$ | 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input type="checkbox"/> No | |

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

| | | |
|---|----------|---------------------|
| a. Type Name of Authorized Representative | b. Title | c. Telephone Number |
| d. Signature of Authorized Representative | | e. Date Signed |

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: |
|---|--|
| 1. Self-explanatory. | 12. List only the largest political entities affected (e.g., State, counties, cities). |
| 2. Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). | 13. Self-explanatory. |
| 3. State use only (if applicable). | 14. List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | 16. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 6. Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 7. Enter the appropriate letter in the space provided. | 18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 8. Check appropriate box and enter appropriate letter(s) in the space(s) provided: | |
| -- "New" means a new assistance award. | |
| -- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. | |
| -- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | |
| 9. Name of Federal agency from which assistance is being requested with this application. | |
| 10. Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | |
| 11. Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | |

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

| SECTION A - BUDGET SUMMARY | | | | | | |
|--|---|-------------------------------------|-----------------|-----------------------|-----------------|-----------|
| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | Total (g) |
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | |
| 1. | | \$ | \$ | \$ | \$ | \$ |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. Totals | | \$ | \$ | \$ | \$ | \$ |
| SECTION B - BUDGET CATEGORIES | | | | | | |
| 6. Object Class Categories | | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | Total (5) |
| | | (1) | (2) | (3) | (4) | |
| a. Personnel | | \$ | \$ | \$ | \$ | \$ |
| b. Fringe Benefits | | | | | | |
| c. Travel | | | | | | |
| d. Equipment | | | | | | |
| e. Supplies | | | | | | |
| f. Contractual | | | | | | |
| g. Construction | | | | | | |
| h. Other | | | | | | |
| i. Total Direct Charges (sum of 6a-6h) | | | | | | |
| j. Indirect Charges | | | | | | |
| k. TOTALS (sum of 6i and 6j) | | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| 7. Program Income | | \$ | \$ | \$ | \$ | \$ |

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Previous Edition Usable

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

| SECTION C - NON-FEDERAL RESOURCES | | | | | |
|---|--------------------------------|-----------------------|-------------------|-------------|-------------|
| (a) Grant Program | (b) Applicant | (c) State | (d) Other Sources | (e) TOTALS | |
| 8. | \$ | \$ | \$ | \$ | |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. TOTAL (sum of lines 8-11) | \$ | \$ | \$ | \$ | |
| SECTION D - FORECASTED CASH NEEDS | | | | | |
| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
| | \$ | \$ | \$ | \$ | \$ |
| 13. Federal | | \$ | \$ | \$ | \$ |
| 14. Non-Federal | | | | | |
| 15. TOTAL (sum of lines 13 and 14) | \$ | \$ | \$ | \$ | \$ |
| SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT | | | | | |
| (a) Grant Program | FUTURE FUNDING PERIODS (Years) | | | | |
| | (b) First | (c) Second | (d) Third | (e) Fourth | |
| 16. | \$ | \$ | \$ | \$ | |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. TOTAL (sum of lines 16-19) | \$ | \$ | \$ | \$ | |
| SECTION F - OTHER BUDGET INFORMATION | | | | | |
| 21. Direct Charges: | | 22. Indirect Charges: | | | |
| 23. Remarks: | | | | | |

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in *Column* (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount, Show under the program

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20 - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations or comments deemed necessary.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| | | | |
|---|--|----------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | | TITLE | |
| APPLICANT ORGANIZATION | | DATE SUBMITTED | |

| BUDGET INFORMATION - Construction Programs | | | | OMB Approval No. 0348-0041 |
|--|--|--|--|----------------------------|
| NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified. | | | | |
| COST CLASSIFICATION | a. Total Cost | b. Costs Not Allowable for Participation | c. Total Allowable Costs (Columns a-b) | |
| 1. Administrative and legal expenses | \$.00 | \$.00 | \$.00 | |
| 2. Land, structures, rights-of-way, appraisals, etc. | \$.00 | \$.00 | \$.00 | |
| 3. Relocation expenses and payments | \$.00 | \$.00 | \$.00 | |
| 4. Architectural and engineering fees | \$.00 | \$.00 | \$.00 | |
| 5. Other architectural and engineering fees | \$.00 | \$.00 | \$.00 | |
| 6. Project inspection fees | \$.00 | \$.00 | \$.00 | |
| 7. Site work | \$.00 | \$.00 | \$.00 | |
| 8. Demolition and removal | \$.00 | \$.00 | \$.00 | |
| 9. Construction | \$.00 | \$.00 | \$.00 | |
| 10. Equipment | \$.00 | \$.00 | \$.00 | |
| 11. Miscellaneous | \$.00 | \$.00 | \$.00 | |
| 12. SUBTOTAL (sum of lines 1-11) | \$.00 | \$.00 | \$.00 | |
| 13. Contingencies | \$.00 | \$.00 | \$.00 | |
| 14. SUBTOTAL | \$.00 | \$.00 | \$.00 | |
| 15. Project (program) income | \$.00 | \$.00 | \$.00 | |
| 16. TOTAL PROJECT COSTS (subtract #15 from #14) | \$.00 | \$.00 | \$.00 | |
| FEDERAL FUNDING | | | | |
| 17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share. | Enter eligible costs from line 16c Multiply X _____% | | \$.00 | |

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

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This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES - CONSTRUCTION PROGRAMS

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| | | |
|---|--|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | | TITLE |
| APPLICANT ORGANIZATION | | DATE SUBMITTED |

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for public burden disclosure)

| | | | | | |
|--|--|--|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Actions: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____ | |
| 4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____ | | | 5. If Reporting Entity in Number 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | | |
| 8. Federal Action Number, if known: | | | 9. Award Amount, if known: \$ _____ | | |
| 10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | | b. Individuals Performing Services (including address if different from Number 10a) (last name, first name, MI): Sheet(s) SF-LLL-A, if necessary) | | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned | | | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. Cash <input type="checkbox"/> b. in-kind; specify: nature value | | | | | |
| 14. Brief description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employees, or member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | | | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No <input type="checkbox"/> | | | | | |
| 16. Information requested through this form is authorized by title 31 U.S.C section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure. | | | | Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____ | |
| Federal Use Only: | | | | Authorized for Local Reproduction SF-LLL | |

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient. At the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriated classification of this report. If this is a follow-up report caused by material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal agency program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (SFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.